August 4, 2026, Regular Board Meeting - REVISED

Ms. Charlotte D. Joyce, Chairman
Ms. April A. Carney, Vice-Chairman
Mr. Reginald Blount
Ms. Melody A. Bolduc
Ms. Cindy Pearson
Mr. Anthony Ricardo
Mr. Darryl D. Willie
Dr. Christopher Bernier, Superintendent

ATTENDANCE AT THIS MEETING OF THE DUVAL COUNTY SCHOOL BOARD: All Board Members were present. Dr. Christopher Bernier, Superintendent, and Mr. William Spillias, Office of General Counsel, were also present.

Call Meeting to Order

The meeting was called to order at 6:01 p.m.

Invocation or Thought of the Day

Pastor Mark McGuire, Potter's House International Ministries, led the invocation.

Pledge of Allegiance

Recognitions/Presentations of Awards

Board Members

Communications

FLORIDA DOE OUTSTANDING VOLUNTEER

Douglas Ridgway was named as the 2026 Senior Volunteer Finalist in the Florida Department of Education's Annual Outstanding School Volunteer Awards. Mr. Ridgway was joined by Principal Casie Doyle as he was congratulated for the work he did for the students and staff at Chaffee Trail Elementary School.

BLUE RIBBON LIGHTHOUSE SCHOOL: JAMES WELDON JOHNSON

James Weldon Johnson College Preparatory Middle School was named as a 2026 Blue Ribbon Lighthouse School. The school was measured against a national assessment process that included nine (9) performance categories ranging from student focus and support to school organization and culture to technology integration to professional community and more. James Weldon Johnson met the criteria, proving its ongoing commitment to fulfill the learning needs of all students. Blue Ribbon Lighthouse Schools commit to sharing expertise and exemplary practices with other schools on local, regional, and national levels.

Approval of Agenda

APPROVAL OF AUGUST 4, 2026, AGENDA

Motion:
That the Duval County School Board approve the August 4, 2026, agenda as submitted on July 28, 2026, with the following changes:

APPROVAL OF AGENDA:

- **APPROVAL OF AUGUST 4, 2026, AGENDA - ITEM AMENDED**

APPROVAL OF MINUTES:

- **APPROVAL OF MINUTES - ITEM AMENDED**

ACADEMIC SERVICES:

- **APPROVAL OF AMENDMENT TO THE 2025-2027 FLORIDA STATE COLLEGE AT JACKSONVILLE DUAL ENROLLMENT AGREEMENT - CONSENT WITH COMMENTS - CARNEY**
- **APPROVAL OF THE AGREEMENT WITH BRANCHING MINDS - PULLED FOR DISCUSSION - RICARDO**
- **APPROVAL OF AGREEMENT FOR BIZI, INC. 2026-2027 (TITLE I, PART A FUNDED) - ITEM AMENDED, ATTACHMENT UPDATED**
- **APPROVAL OF AGREEMENT FOR BIZI, INC. 2026-2027 (NON-FUNDED TITLE I, PART A) - ATTACHMENT UPDATED**

HUMAN RESOURCE SERVICES - STAFFING

- **HUMAN RESOURCE SERVICES EMPLOYEE TRANSACTIONS - ATTACHMENT UPDATED**

DISCUSSION
CHIEF OF STAFF:

- **PUBLIC HEARING AND VOTE: REVISIONS TO CHAPTER 7 BOARD POLICIES - ITEM AMENDED**

Vote Results:
Motion: Reginald Blount
Second: Darryl D. Willie

Discussion:
None

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

Chairperson's Report

CHAIRPERSON'S REPORT

Chairman Charlotte D. Joyce shared a PowerPoint presentation with everyone on the following:

- Transparency, Collaboration, and Responsiveness — 2026-2027.
- Upcoming dates and items of interest.

Superintendent's Reports

SUPERINTENDENT'S REPORTS

Dr. Christopher Bernier shared a PowerPoint presentation on the following:

- 2026-2027 Welcome Back Teachers.

- Leadership Institute Operations.
- I'm A Star Celebrity Basketball Classic at Ribault High School.
- 2026 Florida Association of School Resource Officers (FARSO) Conference.
- 2026 Jacksonville Sports Medicine Program (JSMP) High School Sports Camp - Baptist Center for Professional Excellence.
- International SeaPerch Robotics Competition at Mayport Coastal Sciences.
- Millage at Work at First Coast and Westside High Schools.
- 2026-2027 Student Poll Worker Assistants.
- 2026-2027 Back to School Interview.

Department Reports

Sales Surtax Oversight Committee Report

None.

Comments from Elected Officials

None.

Public Comment

There were twenty-nine (29) speakers that signed up to speak. They were given two (2) minutes each to speak. Eight speakers (8) waived their right to speak.

Comments from Parent Organizations

A representative from each organization spoke during this time. They were given seven (7) minutes each to speak. The organizations represented were as follows:

- Parent Teacher Association (PTA) — Celita Wilson, President.
- District Advisory Council (DAC) — Dr. Walker, Vice-Chairman.

Comments from District Student Government Association

None.

Comments from Employee Organizations

A representative from each organization spoke during this time. They were given seven (7) minutes each to speak. The organizations represented were as follows:

- Tammy Brooks Evans, Duval Teachers United (DTU) President.

Approval of Minutes

APPROVAL OF MINUTES

Motion:
That the Duval County School Board approve the following Board minutes:

- **July 1, 2026, Regular Board Meeting**
- **July 21, 2026, Agenda Committee Meeting**
- **July 21, 2026, Board Workshop**
- **July 21, 2026, Special Board Meeting - Shade Meeting**
- **July 21, 2026, Special Board Meeting - Approval of 2026-2027 TRIM Advertisements - REVISED**
- **July 28, 2026, Special Board Meeting - Approval of 2026-2027Tentative Millage / Tentative Budget**
- **July 30, 2026, Special Board Meeting - Shade Meeting**

Vote Results:
Motion: April A. Carney
Second: Reginald Blount

Discussion:
None.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

Approval of Consent Agenda

APPROVAL OF CONSENT AGENDA

Motion:
That the Duval County School Board approve the Consent Agenda.

Vote Results:
Motion: Reginald Blount
Second: Melody A. Bolduc

Discussion:
None.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

Dr. Bernier introduced and congratulated all of the new appointees.

Consent Agenda

Academic Services

1. APPROVAL OF THE PURCHASE OF AVID COLLEGE AND CAREER READINESS RESOURCES

2. APPROVAL OF THE AGREEMENT WITH THE UNIVERSITY OF FLORIDA LASTINGER CENTER FOR LEARNING SMALL GROUP PROFESSIONAL LEARNING

3. APPROVAL OF AMENDMENT TO THE 2025-2027 FLORIDA STATE COLLEGE AT JACKSONVILLE DUAL ENROLLMENT AGREEMENT

This item was placed on the consent agenda with comments by Vice-Chairman Carney. Vice-Chairman shared with everyone that since she had been appointed to the Florida State College at Jacksonville (FSCJ) board of trustees, she reached out to the Office of General Counsel

(OGC) to confirm that she can hold a dual office without violating anything within the ethics commission.

4. APPROVAL OF EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - DUAL ENROLLMENT FOR FALL 2026 AND SPRING 2027

5. APPROVAL OF THE CONTRACTED AMERICAN SIGN LANGUAGE INTERPRETING SERVICES

6. APPROVAL OF THE 2026-2027 DISTRICT ASSESSMENT CALENDAR

School Choice and Pupil Assignments

7. APPROVAL OF AGREEMENT FOR BIZI, INC. 2026-2027 (TITLE I, PART A FUNDED)

8. APPROVAL OF AGREEMENT FOR BIZI, INC. 2026-2027 (NON-FUNDED TITLE I, PART A)

9. APPROVAL OF AGREEMENT WITH CITY YEAR, INC. 2026-2027

Human Resource Services - Staffing

10. HUMAN RESOURCE SERVICES EMPLOYEE TRANSACTIONS

11. MINIMUM QUALIFICATIONS — DIRECTOR OF NURSING SERVICES

12. MINIMUM QUALIFICATIONS — COORDINATOR, FACILITIES

Human Resource Services - Labor Relations

13. SETTLEMENT WITH AFSCME FLORIDA COUNCIL 79 (SUPERVISORS)

Administration and Business Services - Budget and Financial

14. MONTHLY FINANCIAL STATEMENTS - MAY 2026

Information Technology

15. DCPS SMART PRINT - COPIERS AND MANAGED PRINT SERVICES

16. BLUEALLY PRIVILEGED ACCESS MANAGEMENT UPGRADE

17. SAP SUCCESSFACTORS PROJECT AND S4 HANA 2025 UPGRADE CHANGE REQUEST 03

Operations - Real Estate, Planning and Programming

18. CLOSURE OF ORTEGA ELEMENTARY SCHOOL #16 EFFECTIVE MAY 26, 2028, AND CONSOLIDATION OF ITS ATTENDANCE BOUNDARIES INTO VENETIA ELEMENTARY SCHOOL #68 FOR THE 2028-2029 SCHOOL YEAR.

Operations - Facilities Project Design, Construction and Maintenance

19. PREQUALIFICATIONS OF CONSTRUCTION CONTRACTORS FOR EDUCATIONAL PROJECTS

20. PERIODIC REPORT OF SUBSTANTIAL COMPLETIONS AND FINAL INSPECTIONS OF MAJOR MAINTENANCE AND MINOR CAPITAL PROJECTS UNDER $1,000,000

21. PERIODIC REPORT OF PHASE III DRAWING COMPLETIONS FOR MAJOR MAINTENANCE AND MINOR CAPITAL PROJECTS UNDER $1,000,000

22. CHANGE ORDER REPORT

23. 2025-2026 DCPS COMPREHENSIVE SAFETY INSPECTION REPORTS (FIRE-SAFETY, CASUALTY AND SANITATION)

Operations - Transportation

Operations - Purchasing and Logistics

24. SURPLUS PROPERTY RETIREMENT REPORT

25. JUNE 2026 PURCHASE REPORT

26. ADULT MEAL PRICE INCREASE FOR DUVAL COUNTY PUBLIC SCHOOLS

27. STUDENT MEAL PRICE NON-CEP DUVAL COUNTY PUBLIC SCHOOLS

School Police

28. AWARD SECURITY GUARD CONTRACT - ALLIED UNIVERSAL SECURITY SERVICES

29. AWARD ARMED SECURITY CONTRACT - DYNAMIC INTEGRATED SECURITY

Discussion

Board Members

Academic Services

30. APPROVAL OF THE AGREEMENT WITH BRANCHING MINDS

Motion:
1. That the Duval County School Board approve the 2026-2027 Branching Minds LLC contract in the amount not to exceed $353,382.50 for the period of July 1, 2026 through June 30, 2027.

2. That the Duval County School Board authorize the Chairperson or Vice Chairperson, along with the superintendent, to execute the agreement upon approval from the Office of General Counsel.

Vote Results:
Motion: April A. Carney
Second: Melody A. Bolduc

Discussion:
This item was pulled for discussion by Board Member Anthony Ricardo regarding how the data is being collected and distributed as well as where it is being distributed.

PASSED -7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

31. PUBLIC HEARING AND VOTE: MODIFICATIONS TO THE 2026-2027 STUDENT PROGRESSION PLAN

Public Hearing Opened.
One (1) member of the public spoke.
Public Hearing Closed.

Motion:

That the Duval County School Board conduct a public hearing on the revisions to the 2026-2027 Student Progression Plan and adopt the revised plan.

Vote Results:
Motion: April A. Carney
Second: Reginald Blount

No board members spoke.

PASSED -7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

School Choice and Pupil Assignments

Human Resource Services - Staffing

Human Resource Services - Compensation

Human Resource Services - Labor Relations

Human Resource Services - Professional Standards

Administration and Business Services - Budget and Financial

Information Technology

Operations - Real Estate, Planning and Programming

Operations - Facilities Project Design, Construction and Maintenance

Operations - Transportation

Operations - Purchasing and Logistics

School Police

Chief of Staff

32. PUBLIC HEARING AND VOTE: REVISIONS TO CHAPTER 2 BOARD POLICIES

Public Hearing Opened.
No public speakers.
Public Hearing Closed.

Motion:
That the Duval County School Board conduct a public hearing and adopt the recommended revision to School Board Manual Chapter 2, Policy 2.39 as attached.

Vote Results:
Motion: Melody A. Bolduc
Second: Reginald Blount

No Board Members spoke.

PASSED -7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

33. PUBLIC HEARING AND VOTE: REVISIONS TO CHAPTER 4 BOARD POLICIES

Public Hearing Opened.
Six (6) members of the public were given 3 minutes each to speak.
Public Hearing Closed.

Motion:
That the Duval County School Board conduct a public hearing and adopt the recommended revision to School Board Manual Chapter 4, Policy 4.30 as attached.

Vote Results:
Motion: April A. Carney
Second: Reginald Blount

Board Members shared the following:

- Overview of community member conversations.
- Community member concerns for being on the committee.
- All board members care about the students.
- The reasoning behind the chapter 4 policy revisions.
- State statute.
- The committee makes suggestions, but the board has the final say.
- Ensuring the books are appropriate for each grade level.
- Ensuring a representative for each board member.
- The point of change.
- Board Member responsibility.
- Past issues with wording in policy.
- Appreciation expressed for Mrs. Renfro and the team for the work being done.
- It is the responsibility of the Board to protect the students.
- Difficulty finding parents to commit.

PASSED- 6-1

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo

Nay:
Darryl D. Willie

34. PUBLIC HEARING AND VOTE: REVISIONS TO CHAPTER 7 BOARD POLICIES

Opened Public Hearing.
No public comments.
Closed Public Hearing.

Motion:
That the Duval County School Board conduct a public hearing and adopt the recommended revisions to School Board Manual Chapter ~~9~~ 7 , Policy ~~9.14~~ 7.70 as attached.

Vote Results:
Motion: Melody A. Bolduc
Second: Reginald Blount

No Board Members spoke.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

35. PUBLIC HEARING AND VOTE: REVISIONS TO CHAPTER 9 BOARD POLICIES

Public Hearing Opened.
No public comments.
Public Hearing Closed.

Motion:
That the Duval County School Board conduct a public hearing and adopt the recommended revisions to School Board Manual Chapter 9, Policy 9.14 as attached.

Vote Results:
Motion: Anthony Ricardo
Second: Reginald Blount

The following was shared:

- Policy clarification.
- The policy does not provide restrictions for boosters and any organizations that want to provide support to the school.

PASSED - 7-0

Aye:
Charlotte D. Joyce

April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

General

Emergency Agenda Items

Board Member Travel

BOARD MEMBER TRAVEL

Motion:
That the Duval County School Board confirm the travel listed is for official Board business and that it complies with the rules of the State Board of Education:

- **August 27–28, 2026 — Ocala, Florida - Florida School Boards Association (FSBA) Leadership Development Training — RB and CP.**

Vote Results:
Motion: Melody A. Bolduc
Second: Anthony Ricardo

No Comments.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:

None

BOARD MEMBER TRAVEL

Motion:
That the Duval County School Board confirm the travel listed is for official Board business and that it complies with the rules of the State Board of Education:

- **September 21–24, 2026 — Washington, D.C. - Consortium of State School Boards Associations (COSSBA) 2026 Federal Advocacy Conference — CP, RB, and AR.**

Vote Results:
Motion: April A. Carney
Second: Reginald Blount

Comments:
Board Members will advocate to get Duval Data on the agenda.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

Superintendent's Travel

SUPERINTENDENT'S TRAVEL

Motion:
That the Duval County School Board approve the following Superintendent's travel:

- **September 2–4, 2026 — Omaha, Nebraska — The School of Superintendents Association (AASA) Summit 2026.**

Vote Results:

Motion: Melody A. Bolduc
Second: Anthony Ricardo

No Comments.

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

For The Record

The following was shared:

Board Member Pearson:

- Happy Back to School.
- Transitions and leadership changes in District 3.
- Schultz center visit welcoming groups of new teachers.
- Appreciation for Ms. Wimberly and Dr. Bernier's press conference.
- Venetia community meeting.
- Ortega community meeting.
- Community communication improvements.
- Policy 5.44 revisions to be voted on.
- Points of tension to be addressed for future closures and consolidations.
- Mandarin Citizen Planning Advisory Committee (CPAC) meeting.
- Prayer request for students going back to school.
- Prayer request for school board candidates.

Board Member Blount:

- Book give-away at Matthew Gilbert Middle School.
- Continued work with the community regarding Venetia Elementary.

Board Member Bolduc:

- Importance of Millage.
- Appreciation for Action News Jax.
- New teacher training at the Schultz Center.
- Wished all teachers a fantastic first week and a great year.

Board Member Ricardo:

- Community events at Ortega and Venetia elementary schools.
- Pace Center graduation.
- Encouraged parents to make sure their students are in school during the first week to ensure that district receives funding for the students.
- Electric bus promotion event.
- Be Safe. Be Seen.
- Renovated crosswalks.

Board Member Willie:

- Thanked all community members that implemented back to school drives.
- One mill is important.
- Pre-shout out to the Transportation department.
- Every student gets a free bus pass to ride the Jacksonville Transportation Authority (JTA) bus.
- Shout out to Ms. Betty Burner and the students for the I'm A Star Basketball Classic.
- Principal Meet and Greets. Congratulations to all.
- Teacher appreciation.
- Community appreciation for sharing their voices concerning Ortega and Venetia Elementary Schools.
- Parent appreciation for sending their students back to Duval County Public Schools (DCPS).

Vice-Chairman Carney:

- Lots of calls were received regarding transportation.
- Fletcher High School senior parking spots.
- Working in collaboration with Chief Short and the Beaches Police regarding e-bike safety.
- Please be patient on Monday and give yourself time to get to work and school.
- Candidates running for Board Member were recommended to attend the candidate forum.

Adjournment

ADJOURNMENT

Motion:
That the Duval County School Board move to adjourn the meeting at 9:01 p.m.

Vote Results:
Motion: Melody A. Bolduc
Second: April A. Carney

PASSED - 7-0

Aye:
Charlotte D. Joyce
April A. Carney
Reginald Blount
Melody A. Bolduc
Cindy Pearson
Anthony Ricardo
Darryl D. Willie

Nay:
None

MA

Superintendent

Chairman



DUVAL COUNTY
PUBLIC SCHOOLS

Board Chair Report

Board Chairman Charlotte D. Joyce

August 4, 2026

This Year, We Are Committed To...

DUVAL Delivers



TRANSPARENCY

- Public Strategic Plan dashboard (Coming soon!)
- Regular reporting on district progress



COLLABORATION

- Cross-department collaboration around district priorities
- Shared ownership of district outcomes
- Better coordinated support for schools



RESPONSIVENESS

- Routine review of KPIs
- Data-informed decisions
- Continuous improvement based on stakeholder feedback

Upcoming Dates & Items of Interest

Overview

- **August 10th – First Day of School**
- **August 19th – Agenda Committee Meeting and Board Workshop**
- **August 20th – Audit Advisory Committee**
- **September 1st – Regular Board Meeting**



DUVAL COUNTY
PUBLIC SCHOOLS

DUVAL
Delivers

DUVAL COUNTY
PUBLIC SCHOOLS

August 4, 2026

SUPERINTENDENT'S REPORT



2026-2027
Welcome Back, TEACHERS!






Leadership Institute
Operations





I’m a Star Celebrity Basketball Classic

Ribault High School













2026 FARSO Conference

Florida Association of School Resource Officers







2026 JSMP High School Sports Camp
Baptist Center for Professional Excellence





International SeaPerch Robotics Competition

Mayport Coastal Science

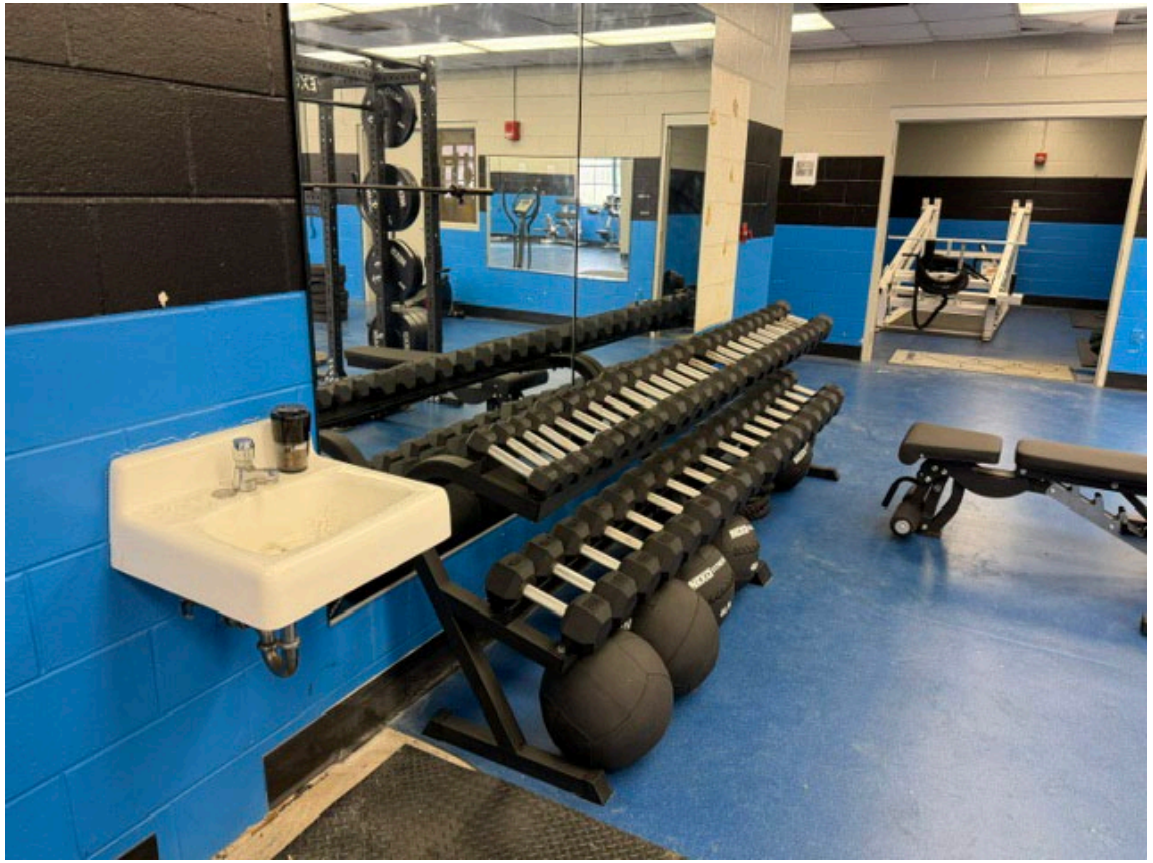




Millage at Work

First Coast and Westside High School





2026 Regional Economic Educator & Leadership Award

Florida Council on Economic Education



Congratulations!

- Janika Brice
- Ja'Keshia Brown
- LaQuanda Paschal
- Mozella Raines
- Laura Russell
- ShaRhonda Walker
- Alexander McVeigh
- Andi Petit-Perrin
- Yakeshia Elmore
- Eric Fields
- Karen Moore
- Linette Sanders

2026-2027
Student Poll Worker Assistants



Eligibility Requirements:

- 16+ years old
- Enrolled in Public, Private, or Homeschool
- Pre-registered or registered to vote
- 2.0 + GPA
- Limited to the first 24 applicants

For more information:

https://www.duvalelections.gov/

2026-2027
Back-to-School Interview



Social Media Report

July 2026

113,583 FOLLOWERS

768,842 IMPRESSIONS

5,487 REACTION & LIKES

395 COMMENTS & REPLIES

Includes Facebook, Instagram, Linkedin, & X.





First Day of School
August 10, 2026

DUVAL Delivers

Docusign Envelope ID: 5E50C238-B867-84B9-8237-A3ED4B59409B

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND AVID CENTER CORPORATION FOR PROFESSIONAL DEVELOPMENT

This Agreement for Educational Services ("this Agreement") is dated effective August 1, 2026 (the "Effective Date"), and is between The School Board of Duval County, Florida, a Body Politic and Corporate principally addressed at 1701 Prudential Drive, Jacksonville, Florida, 32207 ("District") and AVID Center Corporation (FEIN: 33-0522594), a California nonprofit corporation principally addressed at 5187 College Ave. Suite 163, San Diego, California, 92115 ("Contractor"). The District and Contractor acknowledge they may be referred to in this Agreement singularly as a "party" and collectively as the "parties."

WHEREAS, the Contractor provides programs designed to prepare all students for college and career readiness in a global society;

WHEREAS, District policy 7.70 and 2 CFR §200.320(c)(2), authorizes and allows the District to enter into this Agreement for said professional services; and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Services. The District desires to contract with Contractor for the furnishing of program access and professional development supporting administrators, teachers, and students for *College And Career Readiness* (the "Services"); and the Contractor desires to provide such Services to the District as further set forth within ***Exhibit A*** attached hereto and incorporated herein by the reference.

3. Compensation; Payment Terms.

A. Compensation. Pursuant to the reception of Services as set forth within Quote/Order# Q-94003 otherwise referenced herein as ***Exhibit A***, the District shall pay Contractor a fee for eleven (11) schools to access the Services provided as set forth within *Exhibit A* in an maximum indebted, not to exceed amount of ***Fifty-Four Thousand, Three Hundred Seventy-five Dollars*** **($54,375.00)**.

B. Invoicing; Payment. Contractor shall remit to the District's contract administrator (defined below) an invoice to include such information and documentation as may reasonably be required by the District: including, but not limited to the dates of the Services, schools served and summary of products/services performed or provided. This sum shall be billed to the District. District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods

Docusign Envelope ID: 5E50C238-B867-84B9-8237-A3ED4B59409B

and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

4. Relationship of Parties. The District understands and agrees that the Contractor acts and performs as an independent contractor of the District at all times. Accordingly, nothing in this Agreement shall permit the District to exercise control or direction over the means or methods by which the Contractor performs the services for which it has have been engaged. However, the District and the Contractor shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing the particular professional specialty for which the Contractor has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services (if any). As an independent contractor, the Contractor is responsible for all taxes incident to payments made to Contractor's employees and subcontractors in connection with this Agreement (including without limitation, all state and federal income taxes payroll and other taxes, and workers' compensation).

5. Required Forms. The District will utilize federal funds for its payment pursuant to this Agreement; accordingly, the Contractor shall execute and deliver to the District, concurrent with its signature of this Agreement the following set forth in composite ***Exhibit B*** attached hereto and incorporated herein by this reference, all of which shall be incorporated into this Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (d) Non-Collusion Affidavit, (e) Independent Contractor-Workers' Compensation Acknowledgement, and (f) Special Conditions for Federal Compensation.

6. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

7. Travel Expenses. The District will not be responsible for payment of any travel of Contractor; it being understood that the District's payment of fees set forth in Section 3 above covers any travel expenses of Contractor pursuant to this Agreement.

8. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in this Agreement. District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit C*** attached hereto and incorporated herein by this reference.

Docusign Envelope ID: 5E50C238-B867-84B9-8237-A3ED4B59409B

9. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

10. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. To the extent applicable to PPPS (Public Private Partnerships) Students, Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party unless allowed or required by law.

11. Term; Termination. The term of this Agreement shall commence August 1, 2026 and shall end upon the conclusion of June 30, 2027. The District reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The Parties may only extend the term of this Agreement with the execution of another separate and distinct written agreement.

12. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this Agreement. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to this Agreement is a waiver of sovereign immunity by the District.

13. Governing Law/Venue/Attorneys' Fees/No Arbitration. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue lying exclusively in the jurisdictional court in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. In the event of any dispute, the parties waive any provision requiring arbitration.

14. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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15. No Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provisions.

16. Subcontractors. If Contractor is permitted to subcontract any of the work set forth in this Agreement, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.

17. Exhibit(s) Incorporation. The Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

18. Order of Precedence. In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) provisions in this Agreement; and 2) exhibits to this Agreement.). In the event of a conflict or ambiguity within this Agreement, then precedence shall be given in the following order: This Agreement as expressly written, the Quote/Order # Q-94003 (***Exhibit A***), the Insurance provisions (***Exhibit C***), and the Composite Federal and Independent Contractor forms (***Exhibit B***).

19. Entire Agreement. This Agreement, including three (3) exhibits and AVID Center's General Terms and Conditions of 2020, represents the entire agreement between the parties, may only be amended by a written agreement in the same formality as this Agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

20. Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT PRR@DUVALSCHOOLS.ORG; PHONE NUMBER: (904) 390-2407.

21. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

22. Intellectual Property Rights – Use. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement,. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

23. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:
AVID Center Corporation
Attn: Contracts Department
5187 College Ave Suite 163
San Diego, CA 92115
E-Mail: contracts@avid.org

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, FL 32207
Phone: (904) 390-2115
Attn: Dr. Christopher Bernier, Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive, Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in this Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Contract Administrator shall be:

Duval County Public Schools
Attn: Wendy Dunlap, Executive Director
4037 Boulevard Center Drive
Jacksonville, FL 32207
Phone: (904) 390-2090
E-Mail: dunlapw@duvalschools.org

24. Non-Discrimination. The Contractor hereby acknowledges and agrees that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. The Contractor will, at all times, comply with local standards for health and safety of students. The Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality

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characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of this Agreement.

25. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws during the term hereof, then the remainder of this Agreement shall not be affected thereby; and in lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

26. Assignment. Neither this Agreement, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

27. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

28. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to this Agreement. For the breach or violation of these provisions, the District shall have the right to terminate this Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

29. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of this Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

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30. Background Screening. Pursuant to Section 1012.465, Florida Statutes, the Contractor is an entity under a cooperative agreement with the District and is not, nor is its employees or subcontractors, considered employees of the District. Therefore, Contractor, its employees and its subcontractors who have direct contact with students in and on the school facilities or who have access to or control of school funds must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the Contractor, the Contractor agrees to provide to the District the following information for each of its employees or Therapists who meet the criteria set forth in section 1012.465, F.S.: a) evidence that the employee or subcontractors meets the screening standards in section(s) 435.04 and 435.12 Florida Statutes, b) evidence that Contractor's license or certificate is active and in good standing, c) evidence that Contractor completed the criminal history check within the last five (5) years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information,) and d) a copy of the employee's or subcontractor's Affidavit of Good Moral Character. Florida Statute subsections 1012.468(4)&(5) prevent the District from requiring any additional criminal history checks than is required in the totality of the statute and does not create any private cause of action for violation of the statute nor does it create on the part of the District or the Contractor any new duty of care or basis for liability. The Contractor shall bear all costs associated with the above-referenced background checks.

31. Publicity. Contractor shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

32. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

33. Facsimile and Scanned Signatures. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles or **any amalgamation thereof,** when taken together, shall be deemed to constitute an entire and original Agreement and Addendum. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

[Remainder of the page left intentionally blank. Signature page to follow.]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives to be effective as of the date stated within the preamble herein.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
552C6D1F933340C...
Name: Seksit Niltub
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

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EXHIBIT A

AVID Center Products and Services Quote/Order # Q-94003
shall immediately follow this page

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-94003
Client: Duval County Public Schools
Address: 1701 Prudential Dr, 2nd
FIDCPS/ACCOUNTS PAYABLE
Jacksonville, FL 32207

Effective Date: July 01, 2026

Contact AVID Center
Phone: 1-833-AVID-CARE (1-833-284-3227)
Email: contracts@avid.org

Expiration Date: June 30, 2027

Arlington Heights Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	$3,725.00	$0.00	$3,725.00
1	AVID Weekly Elementary	$750.00	$0.00	$0.00
			Arlington Heights Elementary School SUBTOTAL:	**$3,725.00**

Arlington Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
			Arlington Middle School SUBTOTAL:	**$5,135.00**

Baldwin Middle-Senior High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
			Baldwin Middle-Senior High School SUBTOTAL:	**$5,135.00**

Chaffee Trail Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
			Chaffee Trail Middle School SUBTOTAL:	**$5,135.00**

Edward H. White High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
		Edward H. White High School SUBTOTAL:		**$5,135.00**

First Coast High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
		First Coast High School SUBTOTAL:		**$5,135.00**

Fort Caroline Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
		Fort Caroline Middle School SUBTOTAL:		**$5,135.00**

Matthew W. Gilbert Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
		Matthew W. Gilbert Middle School SUBTOTAL:		**$5,135.00**

Riverside High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
		Riverside High School SUBTOTAL:		**$5,135.00**

Sandalwood High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$700.00	$0.00
1	AVID STEM Connections	$750.00	$750.00	$0.00

Sandalwood High School SUBTOTAL:	**$4,435.00**

Terry Parker High School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,435.00	$0.00	$4,435.00
1	AVID Weekly Secondary	$700.00	$0.00	$700.00
	Terry Parker High School SUBTOTAL:			**$5,135.00**

TOTAL:	$54,375.00
plus all applicable taxes	

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Duval County Public Schools	
Sign:	Signed by: Seksit Niltub 552C6D1F933340C...	Sign:	[Signature found on page 9 herein]
Print Name:	Seksit Niltub	Print Name:	Christopher S. Bernier, Ed.D.
Title:	Controller	Title:	Superintendent of Schools
Date:	5/5/2026 | 2:49 PM PDT	Date:	August ____, 2026
Email:	contracts@avid.org	Email:	Superintendent c/o dunlapw@duvalschools.org

AVID Center
5187 College Ave., Ste. 163
San Diego, CA 92115
Employer ID # 33-0522594

Controller

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COMPOSITE EXHIBIT B

Composite Federal and Independent Contractor Forms
shall immediately follow this page.

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FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contracting Party (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida ("DCPS") and the Contracting Party. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contracting Party agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contracting Party's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contracting Party agrees to maintain all records related to this agreement for a period of three (3) years after the final payment for the agreement and after all other matters are closed.

3. The Contracting Party affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contracting Party agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contracting Party agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contracting Party agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contracting Party agrees to properly complete and submit to DCPS a federal drug-free workplace certification form.

8. The Contracting Party agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.

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9. The Contracting Party agrees to comply with all applicable environmental standards, orders or requirements.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
552C0B1EB933340C...
Name: Seksit Niltub
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

Docusign Envelope ID: 5E50C238-B867-84B9-8237-A3ED4B59409B

DRUG-FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are underbid, a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on, or required the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
382C6D1F9333340C...
Name: Seksit Niltub
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contracting Party (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three (3) year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(B) above of this certification.

   D. Have not within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contracting Party is unable to certify to any of the statements above in this certification, such Contracting Party shall attach an explanation to this Certification.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
552C6D1F933340C...
Name: Seksit Niltub
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

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INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

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NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I state that I am the Controller of the undersigned organization, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer. I hereby attest that:

1. The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

2. Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3. The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4. The undersigned organization, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows: _____

I attest that the undersigned organization understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
552C6D1F933340C...
Name: Seksit Niltub
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

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INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers' compensation program of the School Board of Duval County, Florida (the "District"), any primary workers' compensation insurance policy purchased by or on behalf of the District, any excess workers' compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers' compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "employee" as defined under Chapter 440 of the Florida Statutes describing the workers' compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one (1) bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive- bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers' compensation coverage or has elected to be exempt from workers' compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

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10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
Name: Seksit Niltub 552C9D1E933340C...
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

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SPECIAL CONDITIONS

Upon acceptance of this Agreement, the Contracting Party certifies that they meet to the extent applicable and agree to the following provisions:

1. **Fiscal Non-Appropriations Clause**: In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the Contracting Party of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

2. **Access to Records (34 C.F.R. 80.36(I)(10))**: Contracting Party shall give access to the District, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

3. **Records Retention**: As required by Federal law (34 C.F.R. 80.36(I)(II)) and Florida law (Fla. Stat. 257.36), Contracting Party must retain all records pertaining to this Agreement for five (5) years after the District makes final payments and all other pending matters are closed.

4. **Clean Air Act (34 C.F.R. 80.36(I)(12))**: Contracting Party must comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Ac (42 U.S.C. 11857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). This applies to contract, subcontracts, and sub-grants of amounts in excess of $100,000.

5. **Energy Efficiency (34 C.F.R. 80.36(I)(13))**: Contracting Party must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Suspension and Debarment**: In accordance with the United States Office of Management and Budget Circular A-133 regarding procurements contracts equal to or exceeding $25,000, Contracting Party must certify that they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

7. **Equal Employment Opportunity (34 C.F.R. 80.36(I)(3))**: Contracting Party must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). This applies to all construction contracts awarded in excess of $10,000 by the District and their contractors or sub-grantees.

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8. **Copeland "Anti-Kickback" Act (34 C.F.R. 80.36(I)(4))**: Contracting Party must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5). This applies to all contract/sub-grants for construction or repair.

9. **Davis-Bacon Act (34 C.F.R. 80.36(I)(5))**: Contracting Party must comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to construction contracts in excess of $2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.

10. **Contract Work Hours & Safety Standards (34 C.F.R. 80.36(I)(6))**: Contracting Party must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to all construction contracts awarded by the District and sub-grantees in excess of $2,000 and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

11. **Cancellation/Termination (34 C.F.R. 80.36(I))**: For all purchases involving Federal funds in excess of $10,000, the District reserves the right to terminate this Agreement for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the District shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages caused by lost profits, inconvenience, or overhead expense to Contracting Party.

12. **Byrd Anti-Lobbying Amendment (Appendix II to 2 C.F.R. 200)**: For contracts over $100,000, Contracting Party certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or other award under 31 U.S.C. 1352, the Contracting Party shall report and disclose such lobbying activities as required. The Contracting Party shall require that this language be included in the award documents for all subawards at all tiers and that all subrecipients certify and disclose accordingly.

13. **Procurement of Recovered Materials (2 C.F.R. 200.323)**: A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waster Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the

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Environmental Protection Agency (EPA), 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

14. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216)**: Contracting Party must comply with the requirements of this federal regulation which prohibits the use of loan or grant funds on equipment, services, systems, telecommunications or video surveillance equipment or services which are produced by Huawei Technologies Company, ZTE Corporation, Hytera, Communications Corporation, Huangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) or any other entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign county.

15. **Domestic Preferences for Procurements (2 C.F.R. 200.322)**: Contracting Party should to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgment as a material basis for the District entering into this Agreement with the Contracting Party.

AVID CENTER CORPORATION

Signed by:
By: Seksit Niltub
Name: Seksit Niltub 552C8D1F983340C...
Title: Controller
Date: 7/8/2026 | 2:30 PM PDT

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EXHIBIT C

Insurance Requirements shall immediately follow this page.

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INSURANCE REQUIREMENTS

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation and Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

   a. The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub- subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida (herein, the "State") by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers' Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

   b. The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers, and employees scheduled thereon.

   c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

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$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

d. The Contractor may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440 and by executing the form attached and incorporated herein in ***Exhibit C-1***.

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

(1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse, or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, bacteria, terrorism, silica, asbestos, or lead.

b. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers, and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers, and employees as additional insureds on the latest edition of the Additional Insured – Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State

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by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer, or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer, or employee for which the District or the District's member, official, officer, or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

b. The District and the District's members, officials, officers, and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the District and the District's members, officials, officers, and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence- Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four (4) years after the expiration or termination of the Agreement.

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b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than $1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed $15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four (4) years after the expiration or termination of the Agreement.

B. **EVIDENCE OF INSURANCE**. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employers' Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employers' Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage.

   b. An original copy of the policy (or policies).

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3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS.**

I. Insurers providing the insurance required by the Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. **PRIMARY AND NON-CONTRIBUTORY**. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer, or employee.

E. **ADDITIONAL REMEDY**. Compliance with the insurance requirements of the Agreement shall not limit the liability of the Contractor or its Subcontractors or Sub-subcontractors, employees, or agents to the District or others. Any remedy provided to the

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District or the District's members, officials, officers, or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. **DISTRICT APPROVAL**: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.

AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ON BEHALF OF THE LASTINGER CENTER OF LEARNING

This Agreement ("this Agreement" herein) is entered into and dated effective July 1, 2026, between The School Board of Duval County, Florida, a body politic principally addressed 1700 Prudential Drive, Jacksonville, Florida 32207 ("District") and The University of Florida Board of Trustees (FEIN: 59-6002052), a public body corporate of the State of Florida principally addressed 207 Grinter Hall, P.O. Box 115500, Gainesville, Florida 322611-5500 ("Contractor"). The District and Contractor may be referred to in this Addendum singularly as a "Party" and collectively as the "Parties.

Recitals, Background and Purpose

Whereas, the District desires to receive from the Contractor certain educational services for the professional development of District staff; and

Whereas, the Contractor desires to assist the District in strengthening literacy instruction through the Sciences of Reading, data-based decision-making, and evidence-based instruction practices through the Literacy Lab program as set forth within Contractor's composite proposals referenced herein as ***Exhibit A*** and ***Exhibit B***; and

Whereas, pursuant to Board Policy 7.70 and Rule 6A-1.012(11)(b), F.A.C., the District is authorized to enter this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Services; Payment Terms. The District shall issue payment for the Services provided pursuant to ***Exhibit A*** and ***Exhibit B*** in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. The invoices shall set forth details of personnel worked, and Contractor agrees to provide back-up information requested by the District to support the charges set forth on the invoice. Any penalty for delay in payment shall be in accordance with applicable law. The District's total maximum indebtedness under the Agreement (inclusive of both ***Exhibit A*** and ***Exhibit B***) shall not exceed ***Three Hundred Eight-Two Thousand and 00/100 Dollars ($382,000.00).***

3. Term. The term of this Agreement commences on July 1, 2026 and terminate no later than the conclusion of June 30, 2027, unless the term of this Agreement is sooner terminated pursuant to the section 12 of this Agreement.

4. Required Forms. Intentionally omitted.

5. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement and this Addendum on behalf of Contractor is authorized to do so.

6. Travel Expenses. If this Agreement requires the District to reimburse Contractor for travel expenses or other costs, District will only be responsible for amounts it has specifically approved as a result of this Agreement.

7. Risk of Loss. Intentionally omitted.

8. Insurance Requirements. The District certifies that it is self-insured pursuant to the provisions of §768.28, F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. In no event will the District's tort liability exceed the sum of $200,000 per person or $300,000 per occurrence.

Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit C***, which, along with any addenda thereto, is incorporated into this Addendum by reference hereto. The term "CONTRACTOR/VENDOR" in ***Exhibit C***, shall mean the "Contractor" under this Addendum. If Contractor is a sole-proprietor, or otherwise not required by law to maintain workers' compensation insurance, said Contractor has executed the attached "Workers' Compensation Addendum" – ***Exhibit C***, which is incorporated into the Agreement and/or Addendum by reference hereto.

9. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

10. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

11. Termination. Either Party reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days written notice to the other Party. If said Agreement should be terminated for convenience as provided herein, both Parties will be relieved of all obligations under said contract, except that the District will be required to pay that amount of the Agreement actually performed and non-cancellable expenses incurred to the date of termination.

12. Governing Law / Venue / Attorneys Fees. This Agreement shall be construed in accordance with

the laws of the State of Florida. Any dispute with respect to this Addendum or the Agreement is subject to the laws of Florida, venue in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Addendum or the Agreement.

13. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Addendum or the Agreement. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

14. Sovereign Immunity. Except as otherwise provided by Florida Law, neither the execution of this Addendum or the Agreement by either Party nor any other conduct, action or inaction of any Party's representative relating to the Agreement is a waiver of sovereign immunity by either Party .

15. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to comply with their respective obligations pursuant to the provisions therein.

16. Subcontractors. It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the Contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the Contractor represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the Contractor. If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

17. Order of Preference. In the event of any confiict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) provisions in this Agreement; and 2) exhibits to this Agreement. In the event of a conflict or ambiguity within this Agreement, then precedence shall be given in the following order: this UF Lastinger Center proposal dated April 24, 2026 (***Exhibit A***), UF Lastinger Center proposal dated April 24, 2026 (***Exhibit B***), Insurance Requirements ***(Exhibit C)***.

18. Indemnification for Copyright Infringement. Intentionally omitted.

19. Entire Agreement. This Addendum and the Agreement represent the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersede all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Addendum and the Agreement.

20. Exhibit(s) Incorporation. The Exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

21. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

22. Severability. If any clause or provision of the Agreement or this Addendum is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement or Addendum shall not be affected thereby; and in lieu of each clause or provision of the Agreement or Addendum which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement or Addendum, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

23. Assignment. Neither the Agreement or Addendum, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

24. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement or Addendum, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement and this Addendum.

25. Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement and/or this Addendum. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors related to a submitted proposal and resulting agreement are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors related to a submitted proposal and resulting agreement are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current

District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

27. Jessica Lunsford Act. All District and Contractor employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315, 1012.465, and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

28. Notices. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:
University of Florida Board of Trustees
207 Grinter Hall
Gainesville, FL 32611
Ufawards@ufl.edu

With copy to:
Lastinger Center
Attn: Jessica Richards
618 SW 12th Street
0711 Norman Hall
Gainesville, Florida 32611

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Christopher Bernier, Ed.D.
Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive
Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

29. Contract Administrator. Notwithstanding anything to the contrary, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the parties. The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be as follows:

For purposes of the District's designee for day-to-day activities, the District's Contract Administrator shall be:

Duval County Public Schools
Attn: Nicole Dowen
1701 Prudential Drive
Jacksonville, FL 32207

(904) 390-2583

30. Publicity. Neither Party shall use the other Party's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the other Party's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

31. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

32. Signatures/Counterparts. The Agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles, or any amalgamation thereof, when taken together, shall be deemed to constitute an entire and original Agreement and Addendum.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year set forth with the preamble above.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES,
a public body corporate of the State of Florida

Signature: Elizabeth Keeter Digitally signed by Elizabeth Keeter Date: 2026.07.01 16:58:22 -04'00'
Printed Name: Elizabeth Keeter
Title: Associate Director, Sponsored Programs
Date: July 1st, 2026

ATTEST:

By:_____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

Form Approved:

By: Derrel Chatmon
Office of General Counsel

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By:_____
Charlotte D. Joyce, Board Chair

Approved and execution completed on:
August _____, 2026.

EXHIBIT A

Background

"The ability to read fluently and for understanding...is perhaps the most important foundational skill for U.S. adult citizens' health, well-being, and social and economic advancement. It is a gateway to lifelong learning, education, and training" (Sabatini, 2015). However, studies indicate persistently low literacy rates for children and adults in the United States. The most recent National Assessment of Educational Progress (NAEP) revealed that only 31% of 4th graders and 30% of 8th graders read proficiently (USDOE, 2024).

Difficulties in language and literacy begin at a very early age and are often a reflection of the quality of early linguistic interactions. Gilkerson and colleagues (2018) demonstrated that "conversational turns" (the back-and-forth interactions between children and caregivers) are among the most significant predictors of future language and cognitive outcomes. These findings are supported by neuroscientific evidence showing that frequent conversational turns are directly linked to increased activation in the brain's literacy-processing centers (Romeo et al., 2018). These studies emphasize that the brain's foundational literacy pathways are experience-dependent, requiring high-quality, interactive communication to thrive.

However, the availability of these robust linguistic experiences is often a function of systemic access to high-quality early childhood environments. When children lack consistent exposure to childcare and preschool settings that meet specific thresholds for quality emergent language and literacy experiences, they are at serious and long-term risk for academic difficulties (García et al., 2020). In regions identified as "childcare deserts," the scarcity of licensed, high-quality slots ensures that many children miss these critical developmental opportunities during sensitive periods of brain development (Malik et al., 2018). Consequently, the effects of these early systemic gaps must be addressed in the K-12 space.

To remediate these gaps, K-12 instruction must be grounded in the Science of Reading. As defined by The Reading League (2022), the Science of Reading is "a vast, interdisciplinary body of scientifically based research about reading and issues related to reading and writing" that has been "derived from thousands of studies conducted worldwide in multiple languages." Evidence-based reading instruction derived from this research emphasizes an integrated approach to literacy that includes explicit and systematic instruction in phonological awareness, phonics, fluency, vocabulary, and oral language and text comprehension (National Reading Panel, 2000). By centering instruction on these core pillars, educators can help ensure that all students develop the decoding and language comprehension skills necessary for skilled reading.

Translating this research into practice requires that tiered systems of support are accessible at the classroom level and to both general and special education teachers. Rather than functioning solely as an administrative structure, district systems of support provide a classroom-level, problem-solving model for delivering high-quality core instruction (Tier 1) alongside targeted (Tier 2) and intensive (Tier 3) supports. By effectively utilizing existing district frameworks within the classroom, teachers can help ensure that every student receives evidence-based instruction, including purposeful small group instruction, that is matched to specific skill needs (Burns et al., 2010). The success of this classroom-based approach is supported by accurate universal screening and a responsive, data-based decision-making process that allows for the timely intensification of support for all learners (Maki et al., 2020, 2022).

Even with high-quality curriculum resources and access to student data, the most important instructional decisions occur during daily planning and classroom delivery. Educators are often tasked with making whole-group instruction, targeted small-group support, and intensive intervention work together within a limited instructional block. Without clear alignment across these layers of support, valuable instructional time can be lost and students may miss the targeted practice they need most.

The key to improving reading proficiency is to build educators' specialized skills in effective reading instruction through research-based professional learning. Duval County Public Schools is continuing a partnership with the University of Florida Lastinger Center (UFLC) to improve student literacy outcomes through Science of Reading training that brings theory to practice in the classroom. Literacy Lab: Aligning Tiered Supports is a three-day, implementation-focused professional learning experience designed to connect student literacy data to daily classroom practice. The offering equips educators with the Science of Reading and Science of Instruction necessary to effectively utilize district systems and resources while delivering evidence-based practices, including strategic small-group instruction, that are responsive to student data and the developmental needs of learners. The training is curriculum-neutral and designed to strengthen educator practice through effective use of district-approved instructional materials currently in use. Ultimately, this professional learning aims to increase instructional coherence and improve literacy outcomes for students across Duval County Public Schools.

Program Overview

The Three Pillars of Literacy Lab

The Literacy Lab is built upon three interdependent pillars of research. Together, they provide educators with a coherent framework for navigating the complexities of a 90-minute literacy block and for meeting the needs of all students across all tiers of instruction.

Pillar 1: The Science of Reading (The "What")

Building deep pedagogical knowledge of reading acquisition. Utilizing frameworks such as Scarborough's (2001) Reading Rope, participants explore the interconnectedness of language comprehension and word recognition. This pillar ensures teachers understand the specific sub-skills, such as phonological awareness, decoding, and verbal reasoning, that must be developed for skilled reading.

Pillar 2: The Science of Data-Based Decision Making (The "When & For Whom")

Ensuring instruction is targeted and efficient through a robust assessment system. This pillar focuses on data-based decision making, the engine of effective tiered supports. Grounded in the research of Maki and colleagues (2020, 2022), participants learn to:

- Universal Screening: Utilize screening data to identify students at risk for reading difficulties.
- Diagnostic Mapping: Move beyond broad "levels" to identify specific, actionable skill needs.
- Progress Monitoring: Use brief, frequent assessments to determine if current instructional approaches are effective or if support should be intensified.

Pillar 3: The Science of Instruction (The "How")

Ensuring instruction is delivered with the intensity and precision required to accelerate student growth. Rather than focusing on a specific curriculum, this pillar equips educators with a toolkit of evidence-based practices that can be applied within district-approved instructional materials. The training focuses on three core elements:

- Explicit Instruction: Utilizing clear, direct modeling followed by guided practice and independent application (e.g., the "I Do, We Do, You Do" model).
- Systematic Instruction: Organizing lessons in a logical, sequential manner that scaffolds complexity and reduces cognitive load for the learner.
- Responsive Instruction: Maximizing opportunities to respond and providing immediate, affirmative, and corrective feedback to ensure student mastery during instruction.

Participant Outcomes

After engaging in this professional learning, participants will be able to:

- Apply the Science of Reading to strengthen instruction across the district's established literacy framework and tiered supports.
- Use screening, diagnostic, and progress monitoring data to identify student needs, make informed daily instructional decisions, and monitor progress to make timely intervention decisions.
- Implement evidence-based instructional practices with greater precision, including explicit, systematic, and responsive teaching routines.
- Effectively utilize district-adopted curricular resources across Tier 1, Tier 2, and Tier 3 settings to meet diverse learner needs.
- Plan and deliver purposeful small group instruction aligned to student data, targeted skill needs, and instructional priorities.
- Align whole-group, small-group, and intervention instruction to create a coherent student experience.
- Strengthen student outcomes in foundational skills, fluency, vocabulary, language comprehension, and written expression.
- Develop an action plan for immediate classroom implementation and continuous improvement.

Professional Learning Content

Participating educators will engage in three sessions of initial professional learning designed to strengthen implementation of Duval County Public Schools' literacy vision, existing instructional framework, and tiered supports. The professional learning will focus on the following topics:

Day 1: Strengthening Implementation Within Existing Systems of Support

- Maximizing current systems of support through high-quality Tier 1 instruction and responsive interventions.
- The Comprehensive Assessment System: clarifying the distinct roles of Universal Screening, Progress Monitoring, and Diagnostic assessments to ensure data informs instructional decisions.
- Data to Instruction: utilizing district data sources to identify student needs, group students effectively, and match instructional responses.
- Effective Small Group Instruction: establishing research-based routines for planning and delivering targeted small group instruction within Duval's literacy block.
- Collaborative Data-Based Decision Making: strengthening alignment across grade-level teams, interventionists, and school leaders to support student success.

Day 2: The Science of Reading & Effective Instruction in Practice

- Connecting Theory to Practice: translating the Simple View of Reading (Word Reading x Language = Comprehension) into actionable classroom routines aligned to district priorities.
- Principles of Explicit & Systematic Instruction: mastering high-leverage pedagogical moves, including clear modeling (I Do, We Do, You Do), systematic feedback, and maximizing Opportunities to Respond (OTRs).
- Foundational Word Recognition: deep dives into Phonemic Awareness, Phonics, and Orthographic Mapping to support students in moving from effortful decoding to automaticity.
- Building Fluency & Automaticity: utilizing systematic error correction, modeling, and guided practice to bridge foundational skills to comprehension.
- Applying Practices Across Tiers: delivering evidence-based instructional strategies through sample activities applicable across a range of curricula and settings.

Day 3: Language Comprehension, Writing & Strategic Implementation

- Developing Language Comprehension: building interconnected vocabulary networks and background knowledge through explicit instruction, active processing, and repeated exposure in multiple contexts.
- Strategic Reading for Meaning: equipping students with metacognitive tools and comprehension strategies such as previewing, summarizing, and monitoring to foster independent learning.
- Reading-Writing Reciprocity: strengthening the connection between encoding and decoding through morphology, syntax instruction, and meaningful written expression.
- Strategic Implementation & Profile Matching: utilizing student reading profiles to refine intervention planning and align Tier 1 curriculum with targeted tiered supports.

Major Deliverables

Table 1, included below, outlines the major deliverables for the Literacy Lab program.

Table 1: Major Deliverables

Major Deliverable	Description	Timeline
Literacy Lab Handbook	Each participant receives a hard copy of the Literacy Lab Handbook. The handbook includes background research and foundational content, detailed guidance for implementing evidence-based instructional practices, practical implementation tips, opportunities for reflection and practice, and planning and data collection tools aligned to tiered literacy instruction.	September/October
Literacy Lab Educator Bag	Each participant receives a Literacy Lab Educator Bag containing instructional tools designed to support the Science of Instruction and effective small group implementation. Materials may include high-quality manipulatives (e.g., Elkonin boxes, letter tiles, blending boards, mirrors), instructional templates, assessment mapping tools, and word work resources that can be utilized across Tier 1, Tier 2, and Tier 3 settings.	September/October
Initial Professional Learning Series	UFLC will provide three initial professional learning sessions for participating educators. The series will build educator capacity to strengthen implementation of the district's literacy framework through the Science of Reading, data-based instructional decision making, effective use of district resources, and high-impact whole group and small group literacy instruction.	September/October
Ongoing Professional Learning	UFLC will provide two virtual follow-up professional learning sessions following the initial Literacy Lab series. These sessions are designed to reinforce key concepts, address implementation questions, support continuous improvement, and strengthen educator application of evidence-based practices related to data-based decision making, tiered supports, and effective whole group and small group literacy instruction.	October/November
Job-Embedded Support Visits	UFLC will provide on-site, job-embedded support sessions to deepen implementation following the initial training series. Support may include classroom modeling, observation and feedback, collaborative planning, data review, and coaching to strengthen instructional practices and effective use of small group instruction.	October-May
Final Report	UFLC will provide a final report summarizing project implementation. The report may include educator participation in professional learning, session feedback/reflections, and relevant indicators of educator growth in knowledge and implementation.	June
Project Coordination and Communication	UFLC will meet with designated district leaders on a monthly basis to support collaboration, ongoing communication, and continuous improvement. UFLC will also provide updates on progress toward the timely completion of project deliverables.	September-June

Scope of Work

Timeline: September 1, 2026 - June 30, 2027
Program: UF Lastinger Center's Literacy Lab Program
Audience: Up to 100 K–3 educators will be divided into two cohorts of 50 participants each.

Major Deliverables:

- Materials: Literacy Lab Handbooks – 100 hard copies
- Materials: Literacy Lab Educator Bags – 100 bags
- Initial Professional Learning: Three six-hour face-to-face sessions for each of two cohorts of 50 participants (up to 100 total participants; 18 hours per cohort). Two UF associates facilitating. Three travel instances.
- Ongoing Professional Learning Sessions: Two virtual one-hour sessions (2 total hours)
- Job-Embedded Support Visits: Five on-site six-hour visits (30 total hours). Three travel instances.
- Final Evaluation Report
- Project Coordination & Communication

TOTAL: $195,000.00

EXHIBIT B

References

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Day 1: Strengthening Implementation Within Existing Systems of Support

- Maximizing current systems of support through high-quality Tier 1 instruction and responsive interventions.
- The Comprehensive Assessment System: clarifying the distinct roles of Universal Screening, Progress Monitoring, and Diagnostic assessments to ensure data informs instructional decisions.
- Data to Instruction: utilizing district data sources to identify student needs, group students effectively, and match instructional responses.
- Effective Small Group Instruction: establishing research-based routines for planning and delivering targeted small group instruction within Duval's literacy block.
- Collaborative Data-Based Decision Making: strengthening alignment across grade-level teams, interventionists, and school leaders to support student success.

Day 2: The Science of Reading & Effective Instruction in Practice

- Connecting Theory to Practice: translating the Simple View of Reading (Word Reading x Language = Comprehension) into actionable classroom routines aligned to district priorities.
- Principles of Explicit & Systematic Instruction: mastering high-leverage pedagogical moves, including clear modeling (I Do, We Do, You Do), systematic feedback, and maximizing Opportunities to Respond (OTRs).
- Foundational Word Recognition: deep dives into Phonemic Awareness, Phonics, and Orthographic Mapping to support students in moving from effortful decoding to automaticity.
- Building Fluency & Automaticity: utilizing systematic error correction, modeling, and guided practice to bridge foundational skills to comprehension.
- Applying Practices Across Tiers: delivering evidence-based instructional strategies through sample activities applicable across a range of curricula and settings.

Day 3: Language Comprehension, Writing & Strategic Implementation

- Developing Language Comprehension: building interconnected vocabulary networks and background knowledge through explicit instruction, active processing, and repeated exposure in multiple contexts.
- Strategic Reading for Meaning: equipping students with metacognitive tools and comprehension strategies such as previewing, summarizing, and monitoring to foster independent learning.
- Reading-Writing Reciprocity: strengthening the connection between encoding and decoding through morphology, syntax instruction, and meaningful written expression.
- Strategic Implementation & Profile Matching: utilizing student reading profiles to refine intervention planning and align Tier 1 curriculum with targeted tiered supports.

Major Deliverables

Table 1, included below, outlines the major deliverables for the Literacy Lab program.

Table 1: Major Deliverables

Major Deliverable	Description	Timeline
Literacy Lab Handbook	Each participant receives a hard copy of the Literacy Lab Handbook. The handbook includes background research and foundational content, detailed guidance for implementing evidence-based instructional practices, practical implementation tips, opportunities for reflection and practice, and planning and data collection tools aligned to tiered literacy instruction.	September/October
Literacy Lab Educator Bag	Each participant receives a Literacy Lab Educator Bag containing instructional tools designed to support the Science of Instruction and effective small group implementation. Materials may include high-quality manipulatives (e.g., Elkonin boxes, letter tiles, blending boards, mirrors), instructional templates, assessment mapping tools, and word work resources that can be utilized across Tier 1, Tier 2, and Tier 3 settings.	September/October
Initial Professional Learning Series	UFLC will provide three initial professional learning sessions for participating educators. The series will build educator capacity to strengthen implementation of the district's literacy framework through the Science of Reading, data-based instructional decision making, effective use of district resources, and high-impact whole group and small group literacy instruction.	September/October
Ongoing Professional Learning	UFLC will provide two virtual follow-up professional learning sessions following the initial Literacy Lab series. These sessions are designed to reinforce key concepts, address implementation questions, support continuous improvement, and strengthen educator application of evidence-based practices related to data-based decision making, tiered supports, and effective whole group and small group literacy instruction.	October/November
Job-Embedded Support Visits	UFLC will provide on-site, job-embedded support sessions to deepen implementation following the initial training series. Support may include classroom modeling, observation and feedback, collaborative planning, data review, and coaching to strengthen instructional practices and effective use of small group instruction.	October-May
Final Report	UFLC will provide a final report summarizing project implementation. The report may include educator participation in professional learning, session feedback/reflections, and relevant indicators of educator growth in knowledge and implementation.	June
Project Coordination and Communication	UFLC will meet with designated district leaders on a monthly basis to support collaboration, ongoing communication, and continuous improvement. UFLC will also provide updates on progress toward the timely completion of project deliverables.	September-June

Scope of Work

Timeline: September 1, 2026 - June 30, 2027
Program: UF Lastinger Center's Literacy Lab Program
Audience: Up to 100 K–3 educators will be divided into two cohorts of 50 participants each.

Major Deliverables:

- Materials: Literacy Lab Handbooks – 100 hard copies
- Materials: Literacy Lab Educator Bags – 100 bags
- Initial Professional Learning: Three six-hour face-to-face sessions for each of two cohorts of 50 participants (up to 100 total participants; 18 hours per cohort). Two UF associates facilitating. Three travel instances.
- Ongoing Professional Learning Sessions: Two virtual one-hour sessions (2 total hours)
- Job-Embedded Support Visits: Five on-site six-hour visits (30 total hours). Three travel instances.
- Final Evaluation Report
- Project Coordination & Communication

TOTAL: $187,000.00

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Scarborough, H. S. (2001). Connecting early language and literacy to later reading (dis)abilities: Evidence, theory, and practice. In S. Neuman & D. Dickinson (Eds.), *Handbook for research in early literacy* (pp. 97–110). New York, NY: Guilford Press.

Exhibit C

Insurance

Contractor, as a public body corporate entity, represents and warrants that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Contractor, and will provide its Certificates of Insurance upon request.

AMENDMENT TO THE DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND FLORIDA STATE COLLEGE AT JACKSONVILLE FOR 2025-2027

THIS AMENDMENT TO THE DUAL ENROLLMENT ARTICULATION AGREEMENT (herein referred as this "Amendment"), is dated effective August _____, 2026, is entered into by and between The School Board of Duval County, Florida, a body politic and corporate, principally addressed 1701 Prudential Drive, Jacksonville, Florida, 32207 (hereinafter referred as "District or DCPS") and The District Board of Trustees of Florida State College at Jacksonville, Florida, a public body corporate of the State of Florida, principally addressed 501 West State Street, Jacksonville, Florida, 32202 (hereinafter referred as "the College or FSCJ"). The District and FSCJ may be referred to singularly as a "party" and collectively as the "parties".

1. Background. This Amendment pertains to the Dual Enrollment Articulation Agreement between the parties dated effectively August 1, 2025, and referred to herein as "the Agreement".

2. Effective Date. The effective date of this Amendment commences August _____, 2026.

3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. Amendment. The parties understand and agree to amend the Agreement only to those terms which oppose or conflict with the terms as follows:

Notwithstanding the parties inclusion of ***Exhibit A*** within the Agreement, the Parties wish to strike all terms opposing or in conflict therein with and substitute the following:

A. Amend Part I: DUAL ENROLLMENT TRADITIONAL, CAREER, EARLY ADMISSION, COLLEGE, COLLEGIATE CAREER HIGH SCHOOL, TECHNICAL CERTIFICATES, PRE-EARLY COLLEGE, Section L. Eligibility for Technical Certificates in Dual Enrollment. This amendment adds Health Science.

i. Dual Enrollment for Health Science Courses.

a. Students who participate in the Health Science courses must meet the following criteria to participate:

(1) Enrolled in Grade 9-12 and have a 2.5 or higher unweighted high school GPA.

(2) Students may only enroll in the following courses. HSC1531-Medical Terminology and HUN1201-Human Nutrition.

(3) Continued Eligibility: Students must earn a "C" grade or higher in each college course and maintain an unweighted high school GPA of 2.5 or higher.

B. Amend Part II. RESPONSIBILITIES OF EACH INSTITUTION, Section M. Cost Sharing. This amendment includes Summer Courses.

The District Shall:

i. DCPS will participate in summer coursework as determined in writing by FSCJ and DCPS.

ii. DCPS shall be responsible for any tuition and material funds not reimbursed by the Dual Enrollment Scholarship fund pursuant to Section 1009.30, Florida Statutes

5. Priority. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties agree that this Amendment shall control.

6. Remainder. Notwithstanding the provision of this Amendment, Section 4 above, all other terms and conditions of the Agreement shall remain in full force and effect.

7. Authority. The District and College represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party's behalf without further consent or approval by anyone.

8. Miscellaneous. This Amendment is the entire agreement of the Parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the Parties and their respective successors, legal representatives, and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms and conditions, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

9. Facsimile, Electronic and Scanned Signatures; Counterpart Execution. This Amendment may be executed in one or more counterparts and via facsimile, electronic and scanned signatures, the counterparts and facsimiles of which or any other amalgamations, when taken together, shall be deemed to constitute collectively an entire and original agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the District and College hereto have caused to be executed this Amendment by their respective duly authorized representatives to be effective as of the date stated within the preamble herein.

FLORIDA STATE COLLEGE AT JACKSONVILLE

John Avendano
John Avendano (Jul 21, 2026 12:36:23 EDT)

Dr. John Avendano, President

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

Signature: Ujjwal Chakraborty
Ujjwal Chakraborty (Jul 20, 2026 13:41:11 EDT)
Email: u.chakraborty@fscj.edu

Signature: J.J.W.
Email: john.wall@fscj.edu

AGREEMENT BETWEEN GAETZ AEROSPACE CAREER ACADEMY, EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC., AND THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA ACADEMIC YEAR 2026-2027

THIS AGREEMENT ("this Agreement" herein) made and entered into and effective August _____, 2026 (herein the "Effective Date") and between The School Board of Duval County, Florida, a body politic and corporate (hereinafter referred to as the "District"), and Embry-Riddle Aeronautical University, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida (FEIN: 59-0936101) (hereinafter referred to as "ERAU"), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget and Additional Terms and Conditions attached hereto and identified as Attachments "A" and "B", respectively. ERAU and the District shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the Commissioner of Education has encouraged enhanced articulation agreements among public schools, community colleges, and universities and has provided comprehensive guidelines for such agreements; and

WHEREAS, Section 1007.271(23) Florida Statutes, specifies that school districts may enter into dual enrollment articulation agreements with eligible independent colleges and universities that are separate from such agreements made with local Florida College System institutions.

WHEREAS, ERAU and the District desire a harmonious working relationship and will voluntarily enhance articulation between the two (2) entities to improve college and career readiness and facilitate educational opportunities for students who are served by the two entities.

WHEREAS, Rule 6A-1.012(11)(b), F.A.C., authorizes and allows the District to enter into this agreement for educational services.

WHEREAS, The Parties hereto desire to enter into a Cooperative Agreement for the education of secondary school-age students in order to provide college level courses and credit for high school graduation through the Career Dual Enrollment (DE) provision, pursuant to Florida Statue 1007.271, and applicable Florida Law. This Agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach.

NOW THEREFORE, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget and the Additional Terms and Conditions as described in Attachments "A" and "B" incorporated herein by reference.

1.2 The following schools have been identified as locations providing dual enrollment, and high school course work to support career pathways and STEM outreach:

Andrew Jackson High School
Baldwin High School
Duncan U. Fletcher High School
Englewood High School
First Coast High School
Jean Ribault High School
Mandarin High School
Paxon School for Advanced Studies
Samuel W. Wolfson School for Advanced Studies and Leadership
Terry Parker High School

ARTICLE 2 – TOTAL AMOUNT ALLOTTED

The Parties will enter into a Firm Fixed Price agreement with ERAU, plus the potential bonus payment set forth in Article 20 hereafter, for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Attachment "A" and incorporated herein by this reference. The District agrees to the Firm Fixed Price agreement set forth herein to address ERAU's mobilization and fixed costs necessary to deliver the services.

ARTICLE 3 – INVOICING

ERAU shall submit invoices to the District, and the District shall pay ERAU for its performance of the services in accordance with the terms set forth in Attachments "A" and "B".

Invoices shall be submitted to:
Wendy Dunlap, Executive Director
High School Acceleration Programs &
Student Support Services
Duval County Public Schools
4037 Boulevard Center Drive, Rm 213
Jacksonville, FL 32207
Tel.: (904) 390-2520
E-Mail: dunlapw@duvalschools.org

Payment shall be remitted to:
Gary Maccarone, Sr.,
Sponsored Programs Accountant
Embry-Riddle Aeronautical University, Inc.
1 Aerospace Blvd
Daytona Beach, FL 32114
Tel.: (386) 226-6212
E-Mail: dbgcars@ERAU.edu

ARTICLE 4 – PAYMENT

4.1 The District will make payment for the academic year in accordance with Attachment "A" and any addenda to this Agreement entered into by both Parties.

4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution	Payment #1 - $73,397.50 for ASY
First business day in March 2027	Payment #2 - $73,397.50 for ASY
Upon Receipt of Certification	Payment #3 - 5% CAPE Certification due
Dollars in Fall 2026, if Applicable	for ASY pursuant to Article 20.0 hereafter

4.3 Attachment "A" to this Agreement sets forth the District's cost of One Hundred Forty-One Thousand, Fine Hundred Three And 00/100 Dollars ($146,795.00) for the services. In addition to the cost of the services in Attachment "A", the Parties agree that the District will pay ERAU five percent (5%) of the CAPE Certification bonus payments (if any) set forth in Article 20 hereafter; which contingent payment shall not exceed Fifty Thousand and 00/100 Dollars ($50,000.00) resulting in an aggregate maximum indebtedness for the District under this Agreement an amount not to exceed ***ONE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED NINETY-FIVE AND 00/100 DOLLARS*** **($196,795.00).**

4.4 Notwithstanding the foregoing, the parties understands and agrees that if the assumptions leading to the sum of $50,000.00 are insufficiently low (e.g., the number of students enrolled, the passage rate, or the amount allocated by the Legislature for the CAPE Certification bonus), with the result being that the maximum cost of $50,000.00 is too low for ERAU to be paid five percent (5%) according to the provisions of Article 20, then the District and ERAU ***will enter into a subsequent written amendment*** to this Agreement to reflect the correct calculation for the intended five percent (5%) of the CAPE Certification bonus to be paid to ERAU. As a result of the parties desire to exceed the aggregate maximum indebtedness of this Agreement, it will be necessary for District to receive prior approval from the School Board of Duval County, Florida before incurring any financial obligation in excess of One Hundred Ninety-Six Thousand, Seven Hundred Ninety-Five And 00/100 Dollars ($196,795.00) inclusive of the potential 5% of any CAPE bonus for the services in Attachment A, and the determination of total potential billing in excess of said amount will be made prior to the conclusion of the fall semester. The decision to exceed the authorized maximum indebted amount of $196,795.00 shall include submission of the parties executed written amendment by and no later than January 15, 2027 for appearance within the District's February 2027 Board meeting to adjust spring enrollments accordingly.

ARTICLE 5 – EQUIPMENT

ERAU shall provide equipment and textbooks at no cost to the District. However, once the partnership between ERAU and the District ends, all equipment and textbooks must be returned to ERAU within thirty (30) days of request by ERAU.

ARTICLE 6 – TERM AND TERMINATION

6.1 This Agreement shall commence on the effective date and shall remain in effect until June 30, 2027, unless terminated earlier as provided in this Agreement or extended by the Parties in writing.

6.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) working days prior notice.

6.3 A material breach shall include, but not be limited to, the following:

6.3.1 A Party becomes bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed to its business, or voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization of the other Party are instituted.

6.3.2 Loss of funding.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 The Parties agree that during the course of this Agreement, the Parties may disclose to each other certain Confidential Information. Confidential Information would include cost and budget information, courseware, insights into future plans by either Party, or other information that would expand the financial accountability of either Party beyond that required by the law and its internal procedures, or that would reveal that information to the public media, competitors, and/or other school districts negotiating similar programs with ERAU. Subject to and only to the extent permitted by Chapter 119, Florida Statutes, any Party receiving Confidential Information shall hold such information in strictest confidence, shall not transfer by any means the said information to any third Parties without prior written consent of the disclosing Party, and shall not use or reproduce the said information for any purpose other than as reasonably required for the performance of this Agreement.

7.2 Subject to and only to the extent permitted by Chapter 119, Florida Statutes, each Party hereto shall at all times take all reasonable precautions which are necessary, useful, or desirable in order to prevent the disclosure or unauthorized use of Confidential Information of the other Party, and shall allow access to and disclosure of such information only to those of its employees as is specifically required for the purpose for which it is provided, and shall take responsible steps to ensure that all such employees are made aware of and comply with the receiving Party's obligations hereunder.

7.3 The foregoing obligations of confidentiality, use, and non-disclosure shall not apply to any information provided by the disclosing Party to the extent that the receiving Party can prove that:

7.3.1 such information has been developed independently by one Party and was lawfully in its possession prior to the receipt thereof;

7.3.2 such information lawfully is or became public knowledge through no breach of this Agreement by the receiving Party;

7.3.3 such information is lawfully provided to the receiving Party without restriction by a third Party; or

7.3.4 such information is required to be disclosed by law.

7.4 This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. ERAU understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, ERAU agrees to:

7.4.1 Keep and maintain public records required by the District in order to perform the service.

7.4.2 Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.

7.4.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if ERAU does not transfer the records to the District.

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

IF ERAU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ERAU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT ADDRESS AND PHONE NUMBER LISTED BELOW.

Name/ Wendy Dunlap, Executive Director of
Title: High School Acceleration Programs and Student Support Services
Address: Duval County Public Schools
4037 Boulevard Center Drive, Rm 213
Jacksonville, FL 32207
Phone: (904) 390-2520

To the extent ERAU provides District any information which it believes is confidential or exempt, ERAU shall notify District of the specific information that it believes is confidential, as well as the basis for the exemption. Pursuant to the terms of this Agreement, ERAU may receive from the District records that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ERAU acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the District. ERAU shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the District in writing. Upon termination of this Agreement, ERAU shall, at the election of the District, either destroy or return to the District, all such student information in its possession, if any, and confirm the same in writing to the District. Notwithstanding any provision to the contrary contained in this Agreement, ERAU shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by ERAU. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ERAU until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

ARTICLE 8 – LIMITATION OF LIABILITY

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that District's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including derelict and negligence), and strict liability, howsoever caused or incurred for any reason whatsoever. Nothing in this Agreement shall waive the sovereign immunity of the District except to the extent waived in Section 768.28, Florida Statutes.

ARTICLE 9 – NOTICES

9.1 No notice or communication pertaining to this Agreement, except as provided in Paragraph 3 herein, shall be deemed to have been duly given by the Parties, unless addressed as follows or to such other address, individual or telecopy number as may be designated by notice given by a Party to the other Party from time to time:

ERAU: Nanette Guzman, Executive Director
Office of Sponsored Research
1 Aerospace Boulevard Daytona Beach, FL 32114-3900
Tel.: (386) 226-7695
Fax: (386) 226-4901
E-Mail: guzmann2@ERAU.edu

DISTRICT: Duval County Public Schools
Christopher S. Bernier, Ed.D., Superintendent
1701 Prudential Drive
Jacksonville, FL 32207
Tel.: (904) 390-2115

With copy to:

Office of General Counsel
c/o 1701 Prudential Drive, Room 340
Jacksonville, FL 32207
Tel.: (904) 390-2032

9.2 Any such notice, request, requirement, approval, permission, consent or other communication in connection with this Agreement shall be given in writing and, if delivered by hand shall have been so delivered, or by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been received, or if faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES

The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the District and ERAU, nor shall it be construed as creating any relationship with the other Party's employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of, or on behalf of, the other Party or bind the other Party in any manner whatsoever.

ARTICLE 11 – COMPLIANCE WITH LAWS

11.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.

11.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

ARTICLE 12 – STANDARDS OF CONDUCT

The Parties recognize that the standards of deportment and conduct for faculty and students in the ACA must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the District. The Parties further agree that the more stringent of the standards of deportment and conduct established for ACA in general and in the ERAU Student Handbook available at erau.edu/student-experience/safety-and-policies/student-policies will govern behaviors in the ACA.

ARTICLE 13 – DISPUTE RESOLUTION

13.1 In case of dispute that cannot be resolved by mutual agreement, the Parties agree to good faith efforts to resolve any disputes between them by means of mediation using a mutually agreed mediator. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate injunctive relief in Florida courts to prevent an imminent, irreparable harm.

13.2 **Governing Law/Venue/Attorneys' Fees/No Arbitration**. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Addendum or this Agreement is subject to the laws of Florida, venue lying exclusively in the jurisdictional court in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. In the event of any dispute, the Parties waive any provision requiring arbitration.

ARTICLE 14 – INDEMNIFICATION

As provided for under common law, and subject to the limitations set forth in Section 768.28, Florida Statutes, each of the Parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral or similar damages, each of which is hereby excluded by agreement of the Parties regardless of whether or not such party has been advised of the possibility of such damages.

ARTICLE 15 – FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence). Except as expressly provided otherwise in this Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

ARTICLE 16 – CONFIDENTIALITY OF AGREEMENT/PUBLICITY

Subject to and only to the extent permitted by Chapter 119, Florida Statutes, the Parties shall secure each other's prior written approval before any information relating to this Agreement is released to anyone other than employees of any of the Parties requiring the information for the performance of their duties with respect to the matters contemplated in this Agreement, and which have agreed to be bound by confidentiality undertakings.

ARTICLE 17 – ASSIGNMENT

The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.

ARTICLE 18 – INSURANCE

District certifies that it is self-insured pursuant to the provisions of §768.28, Florida Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in this Agreement. District shall ensure that ERAU receives immediate notification of reduction in or cancellation of coverage.

ERAU agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit A*** to this Agreement.

ARTICLE 19 – MISCELLANEOUS

19.1 Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

19.2 Jessica Lunsford Act. All District and ERAU employees, appointees, or agents who come into contact with students as part of this Agreement must submit a background check, in a manner prescribed by School Board (which manner is required by sections 1012.32, 1012.465, and 1012.467, Florida Statutes). Any non-District personnel associated with this Agreement and who may come into contact with students as part of this Agreement will be screened at ERAU's expense. ERAU shall not permit persons to provide services to a student under this Agreement if any such person does not meet the standards under Florida law and the District hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this agreement.

19.3 Publicity. ERAU shall not use the District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District's prior written approval.

19.4 Facsimile, Electronic and Scanned Signatures; Counterpart Execution. This Amendment may be executed in one or more counterparts, any amalgamation thereof and via facsimile, electronic and scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute collectively an entire and original agreement.

19.5 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

19.6 Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information pursuant to the Contractor's *incorporated and January 27, 2026 executed* ***Standard Student Data Privacy Agreement*** referenced herein as ***Exhibit C*** (not attached). Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

19.7 Required Forms. The District may use federal funds for its payment pursuant to this Agreement; accordingly, ERAU shall execute and deliver to the District, upon the District's request the following, all of which shall be incorporated by this reference of ***Exhibit B*** to this Agreement: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (d) Non-Collusion Affidavit; and (e) Independent Contractor-Workers Compensation Acknowledgement, and (f) Special Conditions for Federal Compensation.

19.8 Employment Eligibility. The Parties agree to comply with their respective obligations under section 448.095, Florida Statutes.

19.9 No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Addendum or this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any contract.

19.10 Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of this Agreement.

19.11 Exhibit(s) Incorporation. The Exhibits, Attachments and Appendices to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Appendices, Attachment or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

ARTICLE 20 – FLORIDA STATUTE 1011.62 (1)(O)

20.1 An amendment to s. 1011.62(1)(o), F.S., added provisions to allow for funding of CAPE Industry Certifications and CAPE Acceleration Industry Certifications earned through dual enrollment. CAPE industry certifications earned through dual enrollment must be reported and funded pursuant to s. 1011.80, F.S. However, if a student earns a certification through a dual enrollment course and the certification is not a fundable certification on the postsecondary certification funding list, or the dual enrollment certification is earned as a result of an agreement between a school district and a nonpublic postsecondary institution, such as this, the bonus value shall be funded in the same manner as other nondual enrollment course industry certifications. In such cases, the school district may provide for an agreement between the high school and the technical center, or the school district and the postsecondary institution may enter into an agreement for equitable distribution of the bonus funds.

Several ERAU courses have Industry Certification preparation embedded in their course work. For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at five percent (5%) to ERAU for this annual agreement. Each year's percentage will be dictated based on the availability of state grant dollars. Districts are encouraged to utilize Industry Certifications as a means for future sustainability.

ARTICLE 21 – COMPLETE AGREEMENT

21.1 This Agreement supersedes all previous agreements between the Parties related to the subject matter hereof and represents the entire understanding between the District and ERAU in relation to the subject matter dealt with herein.

21.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

By: Nanette Guzman (Jul 15, 2026 20:04:06 EDT)
Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

ATTACHMENT "A"

STATEMENT OF WORK AND BUDGET

AY 2026-2027 Course Sections

Fall 2026 Semester/Spring 2027 Semester

1. Secondary Course Sections ($250): 0
2. Dual Enrollment Course Sections ($500): 57

Total Sections: 57

Course Monitor Fees ($100 per Dual Enrollment Section)	$5,700.00
Faculty Costs	$84,000.00
Fringe Benefits	$6,804.00
Dual Enrollment Section Cost ($500 per Dual Enrollment Section) ($20,000 cap)	$20,000.00
Secondary Course Section Cost ($250 per Secondary Course Section)	$0.00
Subtotal:	$116,504.00
Indirect costs (26%)	$30,291.00
TOTAL PRICE AY 2026-2027	**$146,795.00**

Grant funds will cover the cost of all technical training, travel for professional development, equipment, supplies, textbooks, teacher stipends, program management, student industry certification exams and programs in UAS and Private Pilot Ground school, teacher industry certification exams and training programs in UAS and Private Pilot Ground School, professional industry conferences when possible and other aviation opportunities as they may arise.

Payment

The District will make payment for each academic school year in accordance with this schedule and any addenda to this contract entered into by both Parties. Payments will be due as follows:

Date of Final Execution	$73,382.50	(50% of total due)
First business day in March 2027	$73,382.50	(50% of total due)
Subtotal Due:	**$146,765.00**	
Total Due:	**$146,765.00**	(+5% of Cape Certification Dollars upon receipt of funds in Fall 2026)

ATTACHMENT "B"

ADDITIONAL TERMS AND CONDITIONS

Purpose

Concurrent/dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Career Academy (ACA) of Embry-Riddle Aeronautical University (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by University personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their School Boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University (ERAU) to be approved and signed by GAI-ERAU. Digitally signed, electronic copies are sent to the school district personnel unless hard copies are requested.

The Agreement is completed annually by July 1 of each year.

A. **A ratification or modification of all existing agreements.** Once the Agreement is signed by both Parties, the Agreement will be active for the upcoming academic year. This Agreement covers concurrent/dual enrollment, but also course work to support career pathways, outreach, and teacher preparation. Legislative changes that occur after the final draft of this document which impact the upcoming academic year will take precedence.

B. **A description of the process by which students and their parents are informed about opportunities for student participation in the concurrent/dual enrollment program.** It is the responsibility of the district to inform schools of the availability of the dual enrollment program requirements and currently offered courses through educational planning and the guidance process through the high schools. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school counselors if they are interested in learning more about participation in dual enrollment. High school counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on ERAU's Gaetz Aerospace Career Academy website. It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

1. References to students in this document mean any student enrolled in an ACA – ERAU course.

2. Registration in this document refers to the period of time between applying and enrolling in their dual enrollment courses each semester.

3. References to applying or applications means the process by which the student completes the online application, enters the information required, and the parent electronically consents. This process is completed upon entry to the program and is only required to be completed once.

4. ACA and the District will provide information to secondary schools regarding requirements for participation in, and the educational benefits to be derived from concurrent/dual enrollment.

5. The District and secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.

6. ACA will work with the District to establish application deadlines, registration dates and processes, drop/add dates, and withdrawal dates prior to start of school year.

7. GAI's Regional Managers, faculty and staff will work with District and school officials on targeted concurrent/dual enrollment recruiting activities.

C. **A delineation of courses and programs available to students eligible to participate in concurrent/dual enrollment, outreach, and career pathway courses.**

1. Courses to be provided by ACA under this Agreement will be mutually agreed upon by ACA and the School District, and will avoid unnecessary duplication of existing courses. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment.

2. Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student...in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree." A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

3. ACA will furnish each school with a copy of the current courses (and URL for Web access) with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAI:

   a. Dual enrollment: dualenrollment.erau.edu/aerospace-career-academy/programs-and-courses;

b. High school credit courses: dualenrollment.erau.edu/aerospace-career-academy/programs-and-courses.

4. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two (2) or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by ERAU, the course must be taken simultaneously.

5. ACA courses, both dual enrollment and SMART@ER (see Attachment "C") courses, **have a cap of no more than thirty (30) students per section (class period)**. Dual Enrolment courses may not be combined with other courses. All students in the dual enrollment classroom must be enrolled with ERAU.

D. **A description of the process by which students and their parents exercise options to participate in the concurrent/dual enrollment program.** Students and the parent/guardian of students wishing to pursue participation in the ACA program must contact their secondary school counselors to discuss admissions criteria and to obtain the necessary application information.

1. Application Process

Step 1 – Complete Online Application – New Students Only – Within the first ten (10) days of the semester all new students (students who have not previously taken an ERAU course) must complete the online application following the timelines agreed upon by GAI-ERAU and the district. Special care should be taken to enter information correctly as this will create the official ERAU student account. Applications are typically processed within a few business days. The online application link can be found on the ACA website at: dualenrollment.erau.edu/aerospace-career-academy/apply-and-register.

Once the application is processed at ERAU, the student will receive an email with their Embry- Riddle Student ID number and email address. The student must log on to ERNIE to claim their account and set up their password. To access ERNIE, go to www.erau.edu and click on ERNIE at the top of the page.

Step 2 – Parent and School Consent – New Students Only – Within the first ten (10) days of the semester all new students (students who have not previously taken an ERAU course) have their legal parent/guardian electronically consent to their participation and the school counselor or designee must electronically approve the student's application. Both approvals are required for the student to be eligible to enroll in courses by the established deadline.

Step 3 – Enrolling in Courses – ALL STUDENTS – Instructors will supply their students with the correct Course Code and Section Number for the class during the Registration period and instructions for enrolling. Students will self-enroll in their courses online each semester by accessing their ERNIE accounts.

The District designee is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

Correctly completed applications and supporting documentation must be submitted based on the timeline and process agreed upon by GAI-ERAU and the District for the student to be eligible to participate. All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they will not be eligible to participate.

2. Registration – ACA brochures will be provided to the District and high schools by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation.

   School designee or instructor will supply their students with the correct course and section number during open registration and students will self-register online by the established deadline. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the ACA academic calendar and deadlines. Any schedule changes must be made by the published deadlines and communicated through the established method. It is the school designee's responsibility to notify the District and ERAU's ACA office if a student has a schedule change, changes schools, or withdraws from the secondary schools through the established method.

3. Withdrawal Process – Students have the option to withdraw from a course(s) within the withdrawal period. The student must see their school counselor or designee to request the withdrawal. The school counselor or designee must submit the request through the established method for the District and ERAU – ACA to process. Request must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the program.

   Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU: erau.edu/student-experience/safety-and-policies/student-policies.

Each course taken through concurrent/dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of the high school to share this information with students and parents.

4. Grade Distribution – All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. ACA will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU. Final grades for the course listed on the university transcript and high school transcript must match. Final grades will be electronically transmitted securely by ACA to the District for review.

E. **A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

1. Student eligibility requirements for initial and continued enrollment in career certificate dual enrollment courses must include a minimum 2.5 cumulative unweighted high school grade point average excluding engineering courses in which students must have a minimum 3.0 cumulative unweighted high school grade point average. S.1007.27(3), F.S., allows exceptions to the required GPA on an individual student bases if both Parties agree. Exceptions to the required grade point averages for non-engineering courses may be considered on an individual student basis if the student has a minimum 2.45 cumulative unweighted high school grade point average if ACA and the District agree. High Schools must submit exception request by the established deadline.

2. The secondary schools shall identify students qualified and interested in participating in concurrent/dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in dual enrollment. Students may enroll in no more than three (3) total dual enrollment courses regardless of the postsecondary institution of enrollment.

3. The legal parent/guardian is required to provide electronic approval for participation.

4. Concurrent/dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a student does not successfully complete their course(s) it could affect future financial aid eligibility.

5. Students are held to the deadlines set by ERAU and the District based on the District's academic calendar. Any schedule changes must be made by the published deadlines. It is the school designee's responsibility to notify the ACA office and District if the student changes schools or withdraws from secondary school.

6. Students who earn an "F" grade in a course are no longer eligible to enroll in ACA courses. ERAU will verify student eligibility during registration each semester.

7. An unsatisfactory final grade of W or D in a single term, regardless of cumulative unweighted high school or college GPA will remove student eligibility to participate in dual enrollment. Students who have lost eligibility by earning a single unsatisfactory grade may apply for probationary status to retake the one class, if offered. Courses may only be repeated once. Application for probationary status does not guarantee acceptance. Successful completion of courses while on probation will return the student to full status as a traditional dual enrollment student. Students who do not successfully complete their probation course(s) will not be able to take any further coursework while a high school student.

8. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand the dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of the student's permanent college transcript and are calculated into the student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations.

9. Students must be labeled as at least a junior in secondary school for consideration for concurrent/dual enrollment courses. Students are no longer eligible for concurrent/dual enrollment once they successfully complete four (4) years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the District and GAI.

10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through dual enrollment. This means that secondary school seniors may NOT take a Summer A course as

dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

F. **A delineation of the secondary school credit earned for the passage of each dual enrollment course.** The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of concurrent/dual enrollment classes. The District and school administration are responsible for registering their career themed courses with the Department of Education if the dual enrollment course is tied to an Industry Certification approved under CAPE.

G. **A recommended procedure for informing students and their parents of college-level course expectations**

1. ACA will supply the District and secondary schools with dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program. Program information is also available on the ACA website: https://erau.edu/gaetz-aerospace-institute

2. Instructors will remind students that concurrent/dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.

3. Students are informed that they should plan to study at least two (2) to three (3) hours outside of class for every hour they are in the class to be successful in college level courses. In addition, school counselors should inform parents that dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

H. **The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.** There will be no exception made to the required grade point averages for academic or career dual enrollment without prior approval by both ACA and the District as outlined in item E1.

1. The registration policies for concurrent/dual enrollment courses as determined by the postsecondary institution in collaboration with the District.

2. Concurrent/dual enrollment students will follow the college's procedures agreed upon with the District for drop, withdrawal, and petition policies.

3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the dates established by ACA and the District based on the secondary school schedule and calendar.

I. **Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.** ERAU employees serving as concurrent/dual enrollment faculty in the ACA approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by ACA where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

J. **Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the post-secondary institution which apply to faculty members**

1. The School Board shall annually assess the demand for dual enrollment and provide that information to ACA for assistance in planning classes in the ERAU scheduling system.

2. ACA shall be responsible for ensuring that the quality of instruction provided to concurrent/dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to dual enrollment courses taught on secondary school campuses:

   a. Concurrent/dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.

   b. Concurrent/dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.

   c. The course syllabus must be provided to students and filed with the ACA discipline chairperson and the District designee prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.

   d. Textbooks and instructional materials used in concurrent/dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.

   e. For academic disciplines where a departmental exam is used, the final exam will be provided to the concurrent/dual enrollment faculty by ERAU prior to the scheduled administration dates.

3. The secondary school administration will recommend qualified secondary school teachers as instructors for concurrent/dual enrollment courses. To be qualified, faculty selected to teach dual enrollment classes must submit an adjunct application to their administrative contact at GAI- ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges and Schools (SACS) Commission on Colleges' *Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition* (section 3.7.1).

4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach dual enrollment courses on secondary school campuses.

5. ACA secondary school instructors who teach concurrent/dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by an ACA Regional Manager, or faculty liaison in accordance with ACA faculty evaluation processes. Secondary school faculty that instructs an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these concurrent/dual enrollment instructors. Copies of Instructor's performance evaluations will be maintained by the District and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least twenty (20) days prior to the classroom observation:

   a. scheduling the observation in advance;

   b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;

   c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU; and

   d. allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the District administrator.

6. Concurrent/dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course. The District may not assign any nondual enrollment students to class periods designated for dual enrollment students.

7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate

variations in student age and/or maturity.

8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-concurrent/dual enrollment sections of a course shall also be administered in all concurrent/dual enrollment sections of the course.

9. ACA shall analyze student performance in concurrent/dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.

10. IMPORTANT: If a secondary school wants to offer thirty (30) credits or more on their campus, they must first clear the request with their district and then submit a request to ERAU's Senior Vice President for Academic Affairs at least nine (9) months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

K. **The responsibilities of the school district regarding the determination of student eligibility before participating in the concurrent/dual enrollment program and the monitoring of student performance while participating in the concurrent/dual enrollment program**

1. Student screening for eligibility and participation is the responsibility of the secondary school designee according to District and State requirements.

2. The secondary school designee shall identify those students qualified to participate in dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The instructor and school designee will notify the District and GAI's concurrent/dual enrollment officer when a student's eligibility status changes.

3. The secondary school counselor will work with students to include dual enrollment course plans to minimize enrollment in a random selection of ERAU-ACA courses.

4. ACA instructors will provide academic advising services to concurrent/dual enrollment students, monitor their progress, and attendance in concurrent/dual enrollment classes, and provide progress and attendance reports to the district, their secondary school at the college mid-term, and upon completion of the college term.

5. Students and their parents will be informed of college-level course expectations.

6. Students attending concurrent/dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS offices and ERAU Records office.

7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through concurrent/dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.

8. CODE OF STUDENT CONDUCT: Students taking dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in a secondary school class is found to have plagiarized any portion of course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the concurrent/dual enrollment course, regardless of eligibility requirements for continued enrollment.

9. STUDENT RECORDS: The Parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

L. **The responsibilities of ACA regarding the transmission of student grades in concurrent/dual enrollment courses to the school district.**

1. Students with unsatisfactory progress reports should be counseled by the secondary school counselor or designee immediately upon receipt of the grades from the instructor.

2. All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. ACA will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the District. Instructors will submit grades to the District, student's secondary school. and to ERAU.

3. If a concurrent/dual enrollment student earns an "F" grade in a course are no longer eligible to enroll in ACA courses. An unsatisfactory final grade of W or D in a single term, regardless of cumulative unweighted high school or college GPA will remove student eligibility to participate in dual enrollment. Students who have lost eligibility by earning a single unsatisfactory grade may apply for probationary status to retake that one class, if offered. Courses may only be repeated once. Application for probationary status does not guarantee acceptance. Successful completion of courses while on probation will return the student to full status as a traditional dual enrollment student. Students who do not successfully complete their probation course(s) will not be able to take any further coursework while a high school student.

M. **Accountability.** This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the District and Gaetz Aerospace Career Academy of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2026-2027 academic school year.

It is the responsibility of the district designee to notify ERAU's ACA Regional Managers or Education Director of all courses that the high school is requesting to offer using the agreed upon method. Based on need and faculty availability, ERAU will decide what courses can be offered on the high school campus.

It is the responsibility of the school administrative contact and instructor to verify attendance rosters. ERAU instructors must check their online class roster every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the school designee, the district. The high school designee/district should notify ERAU's Student Services coordinator. Students not properly enrolled in ERAU dual enrollment courses will NOT receive college credit. Roster verification is the responsibility of the school administrative contact and instructor.

N. **E-Verify System.** Pursuant to Florida Statue §448.095, Contractors agree that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

a. Pursuant to Florida Statue §448.095, if a Contractor enters into a contract with a subcontractor(s) for the labor, supplies, or services provided under this contract or solicitation, the Contractor require the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.

b. If School Board has a good faith belief that the Contractor has knowingly violated Florida Statue §448.095, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional cost incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

c. If School Board has a good faith belief that a subcontractor(s) has knowingly violated§448.095, but contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

APPENDIX A

List of courses being taught at Duval County Public Schools: Fall 2026

Locatiou	Level	Fall 2026 Courses
Andrew Jackson High School	DE	HIST 130 - History of Aviation in America
Andrew Jackson High School	DE	HIST 311 - US Military History 1775-1900
Andrew Jackson High School	DE	ASCI 120 - Principles of Aeronautical Science
Baldwin Middle/Sr. High School	DE	ASCI 120 - Principles of Aeronautical Science
Baldwin Middle/Sr. High School	DE	ASCI 121a - Private Pilot Operations
Baldwin Middle/Sr. High School	DE	UNSY 100/201 - Remote Pilot/Prim UAS Flight Ops
Baldwin Middle/Sr. High School	A	AOPA - No Charge
Duncan U Fletcher High School	DE	ASCI 120 - Principles of Aeronautical Science
Duncan U Fletcher High School	DE	ASCI 120 - Principles of Aeronautical Science
Duncan U Fletcher High School	DE	ENGR 101 - Introduction to Engineering
Englewood High School	DE	GCST 115 - Intro to International Relations
Englewood High School	DE	HIST 311 - US Military History 1775-1900
First Coast High School	DE	HIST 130 - History of Aviation in America
First Coast High School	DE	HIST 311 - US Military History 1775-1900
Jean Ribault High School	DE	ASCI 120 - Principles of Aeronautical Science
Jean Ribault High School	DE	MGMT 201 - Principles of Management
Mandarin High School	DE	ASCI 120 - Principles of Aeronautical Science
Mandarin High School	DE	ASCI 120 - Principles of Aeronautical Science
Paxon School for Advanced Studies	DE	HIST 311 - US Military History 1775-1900
Paxon School for Advanced Studies	DE	HIST 311 - US Military History 1775-1900
Paxon School for Advanced Studies	DE	ASCI 120 - Principles of Aeronautical Science
Samuel Wolfson High School	DE	ASCI 120 - Principles of Aeronautical Science
Samuel Wolfson High School	DE	ASCI 120 - Principles of Aeronautical Science
Terry Parker High School	DE	ASCI 120 - Principles of Aeronautical Science
Terry Parker High School	DE	ASCI 120 - Principles of Aeronautical Science

Spring 2027

Location	Level	Spring 2027 Courses
Andrew Jackson High School	DE	GCST 115 - Intro to International Relations
Andrew Jackson High School	DE	HIST 321 - US Military History 1900-Present
Andrew Jackson High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Baldwin Middle/Sr. High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Baldwin Middle/Sr. High School	DE	ASCI 121b - Private Pilot Operations - continued
Baldwin Middle/Sr. High School	DE	UNSY 241 - UAS Systems Architecture & Integration
Baldwin Middle/Sr. High School	A	AOPA - continued – No Charge
Duncan U Fletcher High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Duncan U Fletcher High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Duncan U Fletcher High School	DE	ENGR 101 - Introduction to Engineering
Englewood High School	DE	GCST 115 - Intro to International Relations
Englewood High School	DE	HIST 321 - US Military History 1900-Present
First Coast High School	DE	GCST 115 - Intro to International Relations
First Coast High School	DE	HIST 321 - US Military History 1900-Present
Jean Ribault High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Jean Ribault High School	DE	SCLM 331 - Transportation Principles
Mandarin High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Mandarin HS	DE	UNSY 220 - Uncrewed Aircraft Systems
Paxon School for Advanced Studies	DE	HIST 321 - US Military History 1900-Present
Paxon School for Advanced Studies	DE	HIST 321 - US Military History 1900-Present
Paxon School for Advanced Studies	DE	UNSY 220 - Uncrewed Aircraft Systems
Paxon School for Advanced Studies	DE	UNSY 220 - Uncrewed Aircraft Systems
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Paxon School for Advanced Studies	DE	HIST 110 - World History
Samuel Wolfson High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Samuel Wolfson High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Terry Parker High School	DE	UNSY 220 - Uncrewed Aircraft Systems
Terry Parker High School	DE	UNSY 220 - Uncrewed Aircraft Systems

ATTACHMENT "C"

PROGRAMMATIC INFORMATION FOR SCHOOL BASED ADMINISTRATORS

As a Gaetz Aerospace Career Academy (ACA) Dual Enrollment (DE) and SMART@ER course member school, the MOU with YOUR school District includes the following requirements:

1. **ACADEMIC CALENDAR**: Instructors and Students are held to the ACA academic calendar and deadlines, not those of the school District where grades and enrollment are concerned.

2. **AUDITING ACA DUAL ENROLLMENT COURSES**: Students are not allowed to audit ACA dual enrollment courses.

3. **CONCURRENT CLASSES**: ACA member schools are not permitted to co-mingle concurrent enrollment students this includes:

    a. Dual Enrollment (DE) and SMART@ER or regular FLDOE high school classes cannot be taught by a single teacher at the same time with students who share the same classroom.

    b. Where one of the classes concerned is a GAI SMART@ER class, multiple high school classes cannot be taught at the same time, by the same teacher, in the same classroom. This includes CTE classes.

4. **ENROLLMENT**:

    a. New dual enrollment students must complete the 1) Online Application, and 2) the Consent Form before published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**

    b. All DE students must enroll in their courses online each semester prior to the published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**

5. **ENROLLMENT MAXIMUM**: The maximum number of students in any ACA affiliated class is thirty (30). Any class that numbers more than thirty (30) students must either:

    a. Create an additional section to accommodate less than thirty (30) students, or

    b. Decrease the number of students to thirty (30) or less.

6. **ENROLLMENT MINIMUM**: The minimum number of students in any ACA affiliated class is:

a. For schools that have 1,800 or more students, the minimum number of students is fifteen (15). If a school wishes to enroll fewer than fifteen (15) students, then it must send a waiver request to the ACA Director via the Regional Director and the ACA Scheduler.

b. For schools that have less than 1,800 students, the minimum number of students is ten (10). If a school wishes to enroll less than ten (10) students, then they must send a waiver request to the ACA Director via the Regional Director and the ACA Scheduler.

7. **ACA EQUIPMENT**: Within the MOU, "ACA Equipment" and "Equipment" does not include computers, computer hardware, and software.

a. ERAU issues equipment to instructors/schools to be used in ERAU sponsored courses. Equipment includes UASs (drones), 3D printers, iPads, flight simulators, virtual reality, etc.

b. Equipment issued to instructor/school remains the property of ERAU unless otherwise noted in writing. All equipment must be kept in a secure area at the school and safeguarded against theft, damage or unauthorized use.

c. Failure to maintain, secure and prevent unauthorized use of equipment will result in the return of equipment to ERAU and disqualify the instructor/school from future equipment distribution.

d. Equipment audits will be conducted annually by ERAU representatives. Equipment may not be transferred to another school location without explicit consent from ERAU.

e. Damaged, Loss or Theft of Equipment – contact the ACA office to report damaged or missing equipment. ERAU will require a police report for missing equipment due to theft. If the equipment has been lost, ERAU will require an incident report from the school.

8. **ORDER OF COURSES**: AS 120 (Principles of Aeronautics) and AS 121 (Private Pilot Ground school) must be taken in order.

a. Member schools can enroll students to take AS 121 AFTER AS 120 has been completed if the student so wishes.

b. Member schools CANNOT enroll students to take AS 120 after AS 121.

9. **SCHEDULE CHANGES**: Changes in course, adding/deleting course sections must have administrative approval and provided in writing to ERAU prior to course commencing.

10. **STUDENT CONDUCT AND BEHAVIOR**: A student will lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards.

11. **STUDENT ENTRY REQUIREMENTS**: Students must be in grades 10-12 for DE courses and have a minimum 2.5 unweighted GPA. Any exceptions must be requested in writing from the school administration stating just cause.

12. **STUDENT ACADEMIC PERFORMANCE**:

    a. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.

    b. Students who earn an "F" grade in a course are no longer eligible to enroll in ACA courses.

    c. ACA students who withdraw two (2) times are no longer eligible to participate in the program.

13. **TESTING FEES**:

    a. For ACA courses that include a certification test as part of the prescribed syllabus, ACA will pay the initial testing fees for the ACA student only.

        i. Either ACA will prepay the testing fee to the vendor or they will reimburse the member school when invoiced (in one group invoice) for the testing fees that were outlaid by the school.

        ii. Individual/personal student expenses for testing will not be reimbursed by ACA.

        iii. To be reimbursed, test receipts and testing scores from the testing entity must be submitted.

    b. For ACA courses that <u>do not include</u> a certification test for which the school and Instructor wish to test an ACA student:

        i. A written request must be sent to ACA ahead of the testing date and a written agreement to reimburse the test must be received from ACA in order for ACA to reimburse the school for any testing monies outlaid.

        ii. Individual/personal student expenses for testing will not be reimbursed by ACA.

iii. To be reimbursed, test receipts and passing test scores from the testing entity must be submitted. Failing scores will not be reimbursed.

EXHIBIT "A" – CONTRACT INSURANCE REQUIREMENTS

ERAU shall procure, maintain, and provide evidence of the following insurance coverages during the life of this contract, in such form and with such carriers as approved by the ERAU. The insurance companies providing coverage will maintain an A.M. Best rating of "A-" or better, and a Financial Size Category of "VII" or better.

1. Evidence of the following minimum coverages and limits will be provided:

   a. PROFESSIONAL LIABILITY coverage of not less than $1,000,000 per occurrence, covering the negligent acts or omissions occurring in connection with the provision of Services under this agreement.

   b. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage (Combined Single Limit)	$ 1,000,000 each occurrence $ 2,000,000 general aggregate

   c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, hired and non- owned automobile coverages.

Bodily Injury and Property Damage (Combined Single Limit)	$ 1,000,000 each accident

   d. WORKERS' COMPENSATION (Including Employers' Liability) as required by State law for all of ERAU's employees engaged in work for the University.

2. Insurance certificates indicating the above coverages shall be furnished to the District throughout the term of the contract.

3. These policies of insurance shall name the District as additional insured solely with respect to negligence of ERAU for operations performed under this contract.

EXHIBIT "B" – COMPOSITE REQUIRED FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three (3) years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to DCPS a federal drug-free workplace certification form.

8. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

DRUG-FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

B. Have not within a three (3) year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(B) above of this certification.

D. Have not within a three (3) year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I state that I am the authorized signatory of Gaetz Aerospace Career Academy, Embry-Riddle Aeronautical University, Inc. Academic Institution, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer. I hereby attest that:

1. The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

2. Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3. The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4. Gaetz Aerospace Career Academy, Embry-Riddle Aeronautical University, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows: NONE

I attest that Gaetz Aerospace Career Academy, Embry-Riddle Aeronautical University, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers' compensation program of the School Board of Duval County, Florida (the "District"), any primary workers' compensation insurance policy purchased by or on behalf of the District, any excess workers' compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers' compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "employee" as defined under Chapter 440 of the Florida Statutes describing the workers' compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers' compensation coverage or has elected to be exempt from workers' compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

SPECIAL CONDITIONS FOR FEDERAL COMPENSATION

Upon acceptance of this Agreement, the Contracting Party certifies that they meet *to the extent applicable* and agree to the following provisions:

Fiscal Non-Appropriations Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the Contracting Party of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

Access to Records (34 C.F.R. 80.36(I)(10)): Contracting Party shall give access to the District, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Records Reteution: As required by Federal law (34 C.F.R. 80.36(I)(II)) and Florida law (Fla. Stat. 257.36), Contracting Party must retain all records pertaining to this Agreement for five (5) years after the District makes final payments and all other pending matters are closed.

Clean Air Act (34 C.F.R. 80.36(I)(12)): Contracting Party must comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Ac (42 U.S.C. 11857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). This applies to contract, subcontracts, and sub-grants of amounts in excess of $100,000.

Energy Efficiency (34 C.F.R. 80.36(I)(13)): Contracting Party must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Suspension and Debarment: In accordance with the United States Office of Management and Budget Circular A-133 regarding procurements contracts equal to or exceeding $25,000, Contracting Party must certify that they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

Equal Employment Opportunity (34 C.F.R. 80.36(I)(3)): Contracting Party must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). This applies to all construction contracts awarded in excess of $10,000 by the District and their contractors or sub-grantees.

Copeland "Anti-Kickback" Act (34 C.F.R. 80.36(I)(4)): Contracting Party must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5). This applies to all contract/sub-grants for construction or repair.

Davis-Bacon Act (34 C.F.R. 80.36(I)(5)): Contracting Party must comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to construction contracts in excess of $2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.

Contract Work Hours & Safety Standards (34 C.F.R. 80.36(I)(6)): Contracting Party must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to all construction contracts awarded by the District and sub-grantees in excess of $2,000 and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

Cancellation/Termination (34 C.F.R. 80.36(I)): For all purchases involving Federal funds in excess of $10,000, the District reserves the right to terminate this Agreement for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the District shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages caused by lost profits, inconvenience, or overhead expense to Contracting Party.

Byrd Anti-Lobbying Amendment (Appendix II to 2 C.F.R. 200): For contracts over $100,000, Contracting Party certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or other award under 31 U.S.C. 1352, the Contracting Party shall report and disclose such lobbying activities as required. The Contracting Party shall require that this language be included in the award documents for all subawards at all tiers and that all subrecipients certify and disclose accordingly.

Procnrement of Recovered Materials (2 C.F.R. 200.323): A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waster Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Prohibition ou Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216): Contracting Party must comply with the requirements of this federal regulation which prohibits the use of loan or grant funds on equipment, services, systems, telecommunications or video surveillance equipment or services which are produced by Huawei Technologies Company, ZTE Corporation, Hytera, Communications Corporation, Huangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) or any other entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign county.

Domestic Preferences for Procurements (2 C.F.R. 200.322): Contracting Party should to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me on behalf of the Contactor herein.

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman (Jul 15, 2026 20:04:06 EDT)

Nanette Guzman, DBA, CRA
Executive Director, Office of Sponsored Research Administration

Date: 07/15/2026

EXHIBIT "C"

Contractor's executed *Standard Student Data Privacy Agreement* dated January, 2026 is referenced herein, but not attached.

BID TABULATION		AGAPE INTERPRETING SERVICES, INC	ALONZO SIGN LANGUAGE INTERPRETION, LLC	ESS CLINICAL, INC	INTERNATIONAL LANGUAGES SERVICES, INC	COMMUNICATION SERVICES, INC DBA/ INTERPERTEK
ITEM	**DESCRIPTION**	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Will be awarded by item NOTE: Rates shall be all inclusive per SC #8. DCPS will NOT reimburse for mileage or overtime .					
1	Face to face or virtual assignments with students or parents (2 hours minimun)	$47.50	$49.00	$50.00	$44.50	$60.00

BID TABULATION		PARTNERS INTERPRETING, LLC	SIGN OF EXCELLENCE, LLC	SIGNTALK, LLC DBA/ SIGNTALK FLORIDA	THE STEPPING STONES GROUP
ITEM	**DESCRIPTION**	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Will be awarded by item NOTE: Rates shall be all inclusive per SC #8. DCPS will NOT reimburse for mileage or overtime .				
1	Face to face or virtual assignments with students or parents (2 hours minimun)	$85.00	$85.00	$55.00	$50.00

Prepared by: Cammie Wise
Verified by: James Robinson
Date: 06/29/2026
Award =

Order of Award

Item #1

International Language Services, Inc.
Agape Interpreting Services Inc.
Alonzo Sign Language Interpreting, LLC
ESS Clinical, Inc.
The Stepping Stones Group, LLC

DUVAL COUNTY PUBLIC SCHOOLS

INVITATION TO BID

www.duvalschools.org/purchasing **June 4, 2026**

Buyer: **James Robinson** **Phone:** 904-858-4837

Bid Number: **ITB-020-26/JR**

Bid Title: **AMERICAN SIGN LANGUAGE INTERPRETING SERVICES**

Term of Bid: From September 1, 2026 through August 31, 2027 with annual renewal options.

Opening: **Thursday June 25, 2026 at 2:00 p.m.** Bids may be submitted prior to bid opening deadline. Bids received prior to this date and time will be opened in the Conference Room on bid deadline, and may not be withdrawn for 120 days after bid opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: **DCPS Purchasing Services** / 1701 Prudential Drive, Suite 322 / Jacksonville FL 32207

Special Requirements: **None**

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original signature and copy on flash drive for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company's principal place of business.
Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Firm: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Toll Free: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

If you are a certified minority, state certifying agency: _____

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ (Initial) **or** ACH _____ (Initial) (see Special Condition #26)

Delivery can be made within _____ calendar days after receipt of order.

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: _____ Required

Printed/Typed Name of Authorized Representative: _____

Title: _____ Date: _____

GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C-0.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Services" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil **will not** be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

_____ _____
Signature Company Name

_____ _____
Name of Official (Type or print) Business Address

_____
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____ _____
Signature Company Name

_____ _____
Print Name of Certifying Official Business Address

_____
City, State, Zip Code

SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. **Late bids are not considered** and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

*********** NOTE ***********

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled "Posting of Bid Recommendation".

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____

Contractor's SIGNATURE/DATE

_____

NAME/TITLE

_____

Name of COMPANY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

_____

Contractor's SIGNATURE/DATE

_____

NAME/TITLE OF AUTHORIZED REPRESENTATIVE

_____

Name of COMPANY

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the _____ of _____ , a _____ , and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

_____

_____

I attest that _____, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT

Section 787.06, Florida Statutes

Contract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared (**Name of Affiant**) _____, whom after being duly sworn, deposes and states:

1. My name is _____ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.

2. I am a corporate officer or other authorized person with _____, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.

3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Signature of Affiant: _____

Printed Name: _____

Firm Name: _____

Title: _____

Date: _____

STATE OF _____ COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type):_____.

_____
(Notary Signature)

(SEAL)

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Before me, the undersigned authority, personally appeared (**Name of affiant**) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (**Title**) _____of (**Business Name**) _____which does business in the State of Florida, hereinafter called the "Bidder/Proposer."

2. Bidder/Proposer, pursuant to Section 287.138, Florida Statues, Bidder/Proposer certifies that (1) Bidder/Proposer is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Bidder/Proposer, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Bidder/Proposer is not organized under the laws of or has its principal place of business in a foreign country of concern.

3. This Affidavit is executed by the Bidder/Proposer accordance with Section 287.138, Florida Statutes, for the purposes of preventing contracts with foreign entities of concern which would provide access to an individual's personal identifying information.

4. Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signature of Affiant: _____

Printed Name: _____

Firm Name: _____

Title: _____

Date: _____

STATE OF _____ COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type):_____.

_____
(Notary Signature)

(SEAL)

Protest Policy – School Board Policy 7.70

V. Protests Arising From The Contract Solicitation or Award Process

A. This section implements section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

a. School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision or Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. “Electronic posting” or “electronically post” means the noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b. Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district’s Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district’s administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

c. Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

A. state with particularity the facts and law upon which the protest is based;

B. contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "The School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files an action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to “The School Board of Duval County, Florida” in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the School District administrative office is closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees.

d. Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e. Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f. Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and holidays when the school district's administrative offices are closed) after receipt of the formal written protest; and

A. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. if there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

BID NO. ITB-020-26/JR
American Sign Language Interpreting Services
Opening Date June 25th, 2026

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

We are unable to submit a bid at this time due to the following reason(s):

_____

_____

_____

_____

_____

Name of Firm: _____

Signature and Title: _____

Street Address or P.O. Box: _____

City, State, Zip Code: _____

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish rates and source(s) of supply for American Sign Language interpreters for the School District of Duval County, Florida ("DCPS or the "District") in accordance with requirements as set forth in the Individuals with Disabilities Education Improvement Act ("IDEIA"). IDEIA specifically requires that schools consider a DHH student's language and communication needs as well as opportunities to communicate with peers and professionals across all school settings when developing an Individualized Educational Plan. School districts have a legal obligation under IDEIA to provide Interpreting Services including oral transliteration services, cued language transliteration services, and sign language interpreting services to students who are Deaf/Hard of Hearing. Contractors shall be able to provide interpreting services in all areas of Duval County, FL. The award resulting from this solicitation will be from September 1, 2026 through August 31, 2027.

2. **RENEWAL:** Upon written mutual agreement between Contractor(s) and DCPS, the contract(s) to be entered into may be renewed at the anniversary date(s) for four additional one year periods, subject to the same provisions, terms, conditions, and specifications as originally awarded.

3. **AWARD:** Will be by item to all responsive responsible bidders. DCPS will initially submit a request for services to the lowest cost contractor by email or fax that will have 3 business days to respond in writing confirming that they can provide a qualified interpreter in the needed language at the time, date and location indicated by DCPS. If the lowest bidder fails to respond within 3 business days, or does not have a qualified interpreter available at the required date, time and location DCPS will contact the other sequentially contractor(s) in the order of their bid price, until the request is filled. However, in emergency situations, requests may be made with less than 72 hours notice. In such instances DCPS will contact all awarded contractors at the same time by email and the first available with a qualified interpreter will be assigned the transaction.

   For purposes of evaluation, this form will be interpreted as follows:
   Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".
   Failure to respond as requested may result in rejection of item(s) as non-responsive.

4. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

   Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

   Tie bids are decided by tie breaking procedures outlined in purchasing policy.

PURCHASES: Award does not constitute an order. Before any shipments or services can be made, the vendor must receive a School District Purchase Order, an internal account's Purchase Order or a Procurement Card Authorization.

5. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about July 6, 2026 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named in Special Condition #6.

6. **QUESTIONS:** Any questions and/or request for additional information should be directed to **James Robinson,** in Purchasing Services at (904) 858-4837 or via email: robinsonj12@duvalschools.org. Placing this bid number (**ITB-020-26/JR)** in the subject header. **Deadline for questions shall be 12:00 noon EST on June 15th, 2026**. Questions received after this date will not be answered. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

7. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

   Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

   Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT'S existing contract(s) for the materials or services addressed in this ITB.

8. **PRICING:** Hourly rates must be entered on the Bid Proposal Form. "Hourly Rate" is defined as the direct hourly rate, along with appropriate load factors and inclusive of all fees and profits. Prevailing markets rates will be the benchmark. DCPS reserves the right to make a **single counteroffer**, which the firm may either accept or reject as offered. Pricing considered to be excessive will not be awarded, and the decision of DCPS is final. The District will not pay mileage or overtime rates. Rate bids shall be firm for the initial contract period and thereafter subject to Special Condition 11.

   - The District will compensate Contractor for a minimum of two (2) hours for each face to face or virtual meeting or instructional session with students, parents and DCPS staff.

   - DCPS will **not** pay or reimburse for any travel expenses or overtime.

   - **Bid rates shall be firm for the initial contract period** and thereafter subject to Special Condition 11. (SC#11 APPLIES ONLY AT RENEWAL)

9. **LINE ITEM BIDS AND CORRECTIONS**: All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

10. **QUANTITIES:** The items listed in this solicitation will be ordered on an "AS NEEDED" basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed "ESTIMATED QUANTITY" is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids' usage.

11. **ESCALATION PROVISION:** At each renewal of the contract, DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. **Consumer Price Index (CPI)**. The contractor must request the increase in writing prior to the renewal of the contract.

12. **SOCIAL SECURITY CONTRIBUTIONS:** DCPS is **NOT** liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.

13. **INVOICING:** The Contractor(s) shall maintain an accurate record keeping system and shall invoice the District by the tenth (10^{th}) of each month for services provided in the prior month.

    All invoices shall include the purchase order number and detail the interpreter's name, hourly rate and/or per page rate, dates and hours worked and service provided. A timesheet for each employee or subcontractor shall accompany the invoice and shall signed by the employee or subcontractor and the assigned DCPS personnel at the time of the appointment. Improper invoicing may cause a significant delay in payment.

14. **DUVAL COUNTY PUBLIC SCHOOLS' RIGHT:** If the contractor is providing services which, in DCPS's opinion, are contrary to the contract requirements, DCPS shall have the right to stop the services, if deemed to be in the best interest of DCPS, until a review and resolution can be attained.

15. **SELECTION OF INTERPRETERS:** The Contractor(s) shall provide trained, professional and qualified interpreters who are proficient in both oral and written interpretation of their designated language(s) as well as in English. Required qualifications and procedures are detailed further in Attachment A- Method of conducting business.

16. **SUB-CONTRACTORS:** DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Director, District Wellness. The Contractor will be fully responsible to DCPS for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the Contractor.

17. **CONFIDENTIALITY OF STUDENT RECORDS:** Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

18. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

19. **SAFETY:** The Contractor shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

20. **INSURANCE:**

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by

the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: mold, fungus or bacteria, silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The DCPS and DCPS's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to DCPS and shall apply to those claims which arise out of Services performed by or on behalf of the VENDOR/CONTRACTOR pursuant to this Agreement which are first reported to the VENDOR/CONTRACTOR within four years after the expiration or termination of this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the VENDOR/CONTRACTOR shall be $1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the minimum limits of insurance maintained by the VENDOR/CONTRACTOR shall be $1,000,000 per claim/annual aggregate.

(c) Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed $15,000 per claim.

(d) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement .

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other

evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

21. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

22. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on

September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. and F.S. 1012.465. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.stml) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

23. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

24. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

25. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

26. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

27. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.74, also known as the Local Government Prompt Payment Act.

28. **AVAILABILITY OF FUNDS:** The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District's Board and the availability of funds to pay for the goods and services in this Agreement. The District's Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the District. The Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the District shall remain obligated to pay for all purchase orders for products or services fulfilled by the Contractor prior to the termination notice.

29. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

30. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this

Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

31. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection. Bids submitted that include contingencies that must be met by the District in order for the bidder to accept a contract will be cause for rejection.

32. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

33. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

34. **CANCELLATION:** The Director of Purchasing may, upon reasonable written notice, cancel in whole or in part any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

35. **FORCE MAJEURE:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 34. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually

beneficial.

36. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

37. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a American Sign Language Interpreting Services bid. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

38. **PUBLIC RECORD:** Pursuant to Section 119.071(1)(b)2., Florida Statutes, bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT. THE DISTRICT'S CONTACT IS:

Amy Valentine
4037 Boulevard Center Drive
Jacksonville, FL 32207
(904) 348-5317
beliakoffa@duvalschools.org

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

39. **EMPLOYMENT ELIGIBILITY**: Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar

days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

BID PROPOSAL FORM
ITB-020-26/JR

Name of Bidder: _____

For purpose of evaluation, this form will be interpreted as follows:

Unit Price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

Failure to respond as requested may result in rejection of item(s) as non-responsive.

Item Service	**Unit Price**
Will be awarded by item **NOTE: Rates shall be all-inclusive per SC #8. DCPS will NOT reimburse for mileage or overtime**	
1. Face to face or virtual assignments with students or parents (2 hour minimum)	$_____ PER HOUR

Note: IAW item #7 of attachment A, the following information must be submitted with your bid

- A listing, past 5 years, of your contracts for American Sign Language interpreting services
- Executive summary of all projects current/anticipated for 2025-2026 and 2026-2027
- Brief description of all lawsuits that are pending and/or filed against the proposer over the last five (5) years and any disciplinary action taken against the proposer.
- Provide information on any legal or regulatory violations, pending, current or previous investigations by any regulatory agencies the firm has been involved with in the last five (5) years.
- The names of a contact for any K-12 school districts to whom you have provided translation and interpretation services in the past five (5) years.

METHOD OF CONDUCTING BUSINESS

1. **REQUEST FOR INTERPRETERS:** When the need arises, DCPS will send a Request for Interpreters to Contractor based on the bid price for services, the lowest being called first until the request is filled. If none of the Contractors can provide the service on the timetable the District requires, the District will be allowed to go to the open market. The request will include language needed; type of service; date and time of service; estimated length of service; location; and any other relevant data.

2. **PURCHASING OF SERVICES:**
   DCPS will create an open purchase order for the payment of approved services for each approved Contractor. The amount on the purchase order will be adjusted from time to time by the District based on the utilization of Contractor's services.

3. **QUALIFICATION OF INTERPRETERS:** Contractors must be able to provide the District with three (3) professional references for each interpreter Contractor uses for this Bid/Contract, to be furnished upon request.

4. **REPLACEMENT OF INTERPRETERS:** The meetings and assessment discussions and documents are complex. Accordingly, in connection with providing the interpretation and translation services it is important that the Contractor use qualified, competent and intuitive employees and/or subcontractors that are sensitive to the cultures of the parents and students. The District reserves the right to require Contractor to replace certain interpreters and translators that do not meet these requirements.

5. **SCOPE OF SERVICES:** The Contractors shall provide trained, professional and qualified interpreters who are proficient in both expressive and receptive American Sign Language as well as in English.

   The qualification and competence of each interpreter shall be guaranteed by the Contractors and shall be verifiable by standards acceptable in the field of interpretation services. This may be through appropriate certification, credentials, and/or screening but shall at a minimum, require an appropriate screening of all interpreters used by the contractor to ensure the capability of each interpreter in American Sign Language. All services shall be professionally, timely, and continuously provided by the contractors in a manner in accordance with the special conditions as set forth in this ITB. The contractors shall provide a pool of qualified/screened interpreters to service the needs of the school district. Contractors shall submit copies of current certification cards, resumes, references, level of credential and/or a summary of screening results for each interpreter that may be assigned to provide services for Duval County Public Schools. Any non-certified/non-credentialed interpreter may be placed under sole discretion of the Duval County Public School designee.

   Interpreter services will be requested in academic classrooms; for students involved in extracurricular activities; for students on vocational job sites; for parents or family members at school related activities or meetings regarding their child; for community and general public consumer requests; and for Duval County Public School employees as needed. Hourly and full day interpreters are needed to meet the demands of the district. The number of interpreter needs varies from year to year based on district demands. The school district will not be responsible for mileage or continuing education for the qualified interpreters assigned.

   The Contractor(s) shall maintain open and accessible lines of communication with designated District personnel at all times including phone, fax and email. At a minimum the Contractor(s) will confirm in writing that all of the Districts' requested services were received and scheduled.
   The Contractor(s), their employees and subcontractors will be expected to be on time for all meetings and appointments. All interpreters must be culturally-sensitive to the parents and students, and must also be objective and unbiased in the delivery of the interpretative services.

Hereafter as the "Service" or together the "Services will be required by the Contractor(s) over the course of the school year:

1. Interpret/transliterate expressively and receptively for Deaf/Hard of Hearing consumers in all aspects of the educational process, including but not limited to:
   a. All Classroom activities (lectures, discussions, small group work, questions and answer, media presentations, teacher/student conferring).
   b. Any onsite or off-campus specialized program provided by the school system which a Deaf/Hard of hearing student participates in (i.e. JET, Project Search, vocational sites).
   c. Counseling sessions, assessments, evaluations, IEP's or discipline situations (guidance, teachers, parents, peer, administration).
   d. Tutoring sessions.
   e. Interpreting services to be provided as access to communication only. Instruction will be the responsibility of the teacher or school personnel providing tutoring.
   f. School-related activities with the Deaf/Hard of Hearing consumer wishes to attend or are required to attend during or after school hours, including during any necessary transportation of students for these activities (i.e. field trips, convocations, presentations).
2. Adhere to standards of the Registry of Interpreters for the Deaf (RID) Professional Code of Conduct, Federal, State and district policies and procedures regarding matters of confidentiality concerning personal information about consumers.
3. Work cooperatively with all members of the educational team, including but not limited to administration, teacher or the Deaf/Hard of Hearing, general education teachers, and student.
4. Provide assignment-related feedback to contractor and/or DCPS designee when requested.
5. Support teachers and school personnel in identifying techniques, technology and/or devices that will support Deaf/Hard of Hearing students in the educational setting.
6. Ensure attire is appropriate to the assigned educational setting and adheres to the NAD-RID Code of Professional Conduct, in addition to any district/school policies.
7. Report consistently to the assigned school (excluding district holidays and approved leaves of absence) and notify the contractor and DCPS designee of unforeseen absence or tardiness.
8. Furnish proper identification exhibiting the company name and the employee's name. Identification shall be always visible on the employee's person while on DCPS property.
9. Engage in professional conduct at all times including proper presentation, communication, and behavior. All interpreters shall adhere to the School Board's Electronic Network Access Policy regarding acceptable network access and use at any time the School Board computer system is accessed. DCPS reserves the right to interview interpreters.
10. Interpreters will meet the competencies and follow the general interpreter responsibilities. If the interpreter is found to not meet these requirements, DCPS reserves the right to request a replacement interpreter. DCPS reserves the right to observe the performance of the assigned interpreter(s).
11. Nationally certified interpreters will be preferred for requests involving legal proceedings (i.e. Investigations, IEPs, DCF).

6**. INCLUSION:** If any services, functions or responsibilities not specifically described in this ITB are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses incurred by Contractors in relation to the Services (an example includes expenses incurred by the Contractors if any state or federal agency requires any external review- such as quality control- of the Contractor's Services conducted for the District).

7**. CONTRACTOR REFERENCES:** Contractors must provide the following general information about their firm:

- A listing, past 5 years, of your contracts for American Sign Language interpreting services.
- Executive summary of all projects current/anticipated for 2020-2021 and 2021-2022
- Brief description of all lawsuits that are pending and/or filed against the proposer over the last five (5) years and any disciplinary action taken against the proposer.
- Provide information on any legal or regulatory violations, pending, current or previous investigations by any regulatory agencies the firm has been involved with in the last five (5) years.
- The names of a contact for any K-12 school districts to whom you have provided translation and interpretation services in the past five (5) years.

8. **DISTRICT RESPONSIBILITES:** The District is responsible for providing the facility where District Meetings, screening interviews and evaluations will be held. The District will also provide an orientation of the referral, evaluation, and eligibility processes, as well as the types of documentation related to such processes. Contractor(s) and its employees and subcontractors shall attend such orientation sessions without compensation from the District.

Testing By Grade 2026-27

Draft 6.15.26

	State Testing			District Testing						
	Reading	**Math**	**Subject Area Exams**	**Reading**	**Math**	**Frequency**	**DEOCs**	**DMA 1 Quarterly**	**DMA 2 - Comprehensive Mocks**	**DMA 3 - Comprehensive Mocks**
Grade	**3X a Year**		**1 X a Year**				**1 X a Year**	**1 X a Year**		
VPK	FAST VPK									
KG	FAST ELA (Early Lit or Star Reading)	FAST Math		CBM	iReady	3X a year CBM, 2 X a Year iReady				
1	FAST ELA (Star Reading)	FAST Math		CBM	iReady	3X a year CBM, 2 X a Year iReady				
2	FAST ELA (Star Reading)	FAST Math		CBM	iReady	3X a year CBM, 2 X a Year iReady				2nd ELA & Math
3	FAST ELA	FAST Math		Star	iReady	Star Reading Optional, 2 X a Year iReady	DEOCs			3rd ELA & Math
4	FAST ELA	FAST Math	Writing	Star	iReady	Star Reading Optional, 2 X a Year iReady	DEOCs			4th ELA & Math
5	FAST ELA	FAST Math	5th Sci, Writing	Star	iReady	1 X a Year Star , 3 X a Year iReady	DEOCs	5th Sci	5th Sci	5th ELA, Math, Sci
6	FAST ELA	FAST Math	Writing	Edmentum	Edmentum	2 X a Year Reading , Math is Optional	DEOCs			
7	FAST ELA	FAST Math	Writing	Edmentum	Edmentum	2 X a Year Reading , Math is Optional	DEOCs			
8	FAST ELA	FAST Math	8th Sci, Writing	Edmentum	Edmentum	2 X a Year Reading , Math is Optional	DEOCs	8th Sci	8th Sci	8th Sci
9	FAST ELA		Writing				DEOCs			
10	FAST ELA		Writing				DEOCs			
11							DEOCs			
12							DEOCs			
Multi			Civics EOC					Civics EOC	Civics EOC	Civics EOC
Multi			Alg 1 EOC		Edmentum - Alg 1A Only	3 X a Year		Alg 1 EOC	Alg 1 EOC	Alg 1 EOC
Multi			Geo EOC					Geo EOC	Geo EOC	Geo EOC
Multi			Bio EOC					Bio EOC	Bio EOC	Bio EOC
Multi			US History EOC					US History EOC	US History EOC	US History EOC

Access PointsTesting By Grade 2026-27

	State Testing			District Testing	
	Reading	Math	Subject Area Exams	Baselines	DEOCs
	1X a Year		1 X a Year	1 X a Year	1 X a Year
VPK				TATS	TATS
KG				Baselines	DEOCs
1				Baselines	DEOCs
2				Baselines	DEOCs
3	FAA ELA	FAA Math		Baselines	DEOCs
4	FAA ELA	FAA Math		Baselines	DEOCs
5	FAA ELA	FAA Math	5th Sci FAA	Baselines	DEOCs
6	FAA ELA	FAA Math		Baselines	DEOCs
7	FAA ELA	FAA Math		Baselines	DEOCs
8	FAA ELA	FAA Math	8th Sci FAA	Baselines	DEOCs
9	FAA ELA			Baselines	DEOCs
10	FAA ELA			Baselines	DEOCs
11				Baselines	DEOCs
12				Baselines	DEOCs
Multi			Civics EOC FAA		
Multi			Alg 1 EOC FAA		
Multi			Geo EOC FAA		
Multi			Bio EOC FAA		
Multi			US History EOC FAA		
All Access Points Assessments are Paper-Based					

Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered. The tests and times may change based on a student's schedule and if the student's IEP or 504 allowed for extra time. This information will be included in the FDOE K-12 Uniform Assessment Calendar.

District Assessments

Grade Level	2025-26 Percentage-Instructional Time	2026-27 Percentage-Instructional Time	Percent of Change
K	0.21%	0.21%	0.00%
1	0.21%	0.21%	0.00%
2	0.69%	0.69%	0.00%
3	0.81%	0.74%	-0.07%
4	0.85%	0.74%	-0.11%
5	1.81%	1.74%	-0.07%
6	1.20%	1.20%	0.00%
7	0.76%	0.76%	0.00%
8	1.46%	1.46%	0.00%
9	1.46%	1.24%	-0.22%
10	1.46%	1.24%	-0.22%
11	1.83%	1.83%	0.00%
12	0.65%	0.65%	0.00%

State and District Assessments

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)	2026-27 Total Percentage-Instructional Time
VPK	60	0	60	0.14%
K	150	90	240	0.56%
1	150	90	240	0.56%
2	150	300	450	1.04%
3	560	400	960	1.78%
4	680	400	1080	2.00%
5	840	940	1780	3.30%
6	740	650	1390	2.57%
7	900	410	1310	2.43%
8	900	790	1690	3.13%
9	740	670	1410	2.61%
10	714	670	1384	2.56%
11	294	990	1284	2.38%
12	160	350	510	0.94%

Duval County Public Schools District Assessment Calendar 2026-27

Updated 7/6/2026

ASSESSMENT	Students to Be Tested	District Window	Mode	Average Testing Time	Testing Setting	What Is The Data Used For?
Ongoing Assessments						
WIDA Screener	**KG-12th**	**Within 20 Days of Enrollment**	**PBT**	**70 minutes**	**State Testing Setting**	**State Testing**
August						
FAST PM1- Star Early Literacy/Star Reading	**VPK-2nd**	**8/10 - 9/21**	**CBT**	**10 - 20 minutes**	**State Testing Setting**	**State Testing**
FAST PM1- Star Math	**KG-2nd**	**8/10 - 9/25**	**CBT**	**20 - 30 minutes**	**State Testing Setting**	**State Testing**
STAR CBM Reading	KG-2nd	8/10 - 9/11	CBT	5 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
STAR CBM Math	KG-2nd-Select Students	8/10 - 9/11	CBT	5 minutes	Classroom Setting	K-12 Reading Plan
Baselines (Access Points Courses Only)	KG-12th	8/10 - 9/25	PBT	70 - 90 minutes	Classroom Setting	Teacher CAST
Star Reading	3rd-5th-Select Students **Optional for Other 3-5 Students**	8/10 - 9/25	CBT	20 - 30 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
Lexia Core 5 Reading	KG-5th-Select Students	8/10 - 9/25	CBT	15 - 25 minutes	Classroom Setting	K-12 Reading Plan
I-Ready Math	KG-5th	8/10 - 9/25	CBT	45 - 60 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
Edmentum Exact Path Reading	6th-8th, **9th-12th Grade Optional**	8/10 - 9/25	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
Edmentum Exact Path Math	ALG 1A; **6th-8th Grade Optional**	8/10 - 9/25	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
September						
FAST PM1- Reading	**3rd-10th**	**8/24 - 9/25**	**CBT**	**90 minutes+**	**State Testing Setting**	**State Testing**
FAST PM1- Math	**3rd-8th**	**8/24 - 9/25**	**CBT**	**80 - 100 minutes+**	**State Testing Setting**	**State Testing**
FAA- DATAFOLIO: 3–10 ELA; 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	**3rd-12th**	**8/31 -10/9**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**
FAST Grade 10 ELA Reading Retakes	**10th-12th**	**9/8 - 10/2**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs Retakes	**6th-12th**	**9/8 - 10/2**	**CBT**	**160 minutes+**	**State Testing Setting**	**State Testing**
CLT- District Testing	**12th (non-concordant and/or non-comparative)**	**9/17**	**CBT**	**120 minutes**	**State Testing Setting**	**National Testing**
FAA—Performance Task: Grade 10 ELA and Algebra 1 EOC Makeup	**11th-12th**	**9/21 - 10/23**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**
October						
DMA1- Quarter 1 Assessments	5th-12th (*EOC Courses Only)	10/5- 10/21	CBT	45 - 60 minutes	Classroom Setting	District Progress Monitoring
PSAT 8/9	**9th-Optional**	**10/14**	**CBT**	**134 minutes**	**State Testing Setting**	**College Readiness**
PSAT/NMSQT	**10th & 11th**	**10/14**	**CBT**	**165 minutes**	**State Testing Setting**	**College Readiness**
SAT- District Testing	**12th (non-concordant and/or non-comparative)**	**10/14**	**CBT**	**134 minutes**	**State Testing Setting**	**College Readiness**
November						
FAA- DATAFOLIO: 3–10 ELA; 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	**3rd-12th**	**11/9 - 12/11**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**

White rows indicate state and national assessments. Green rows indicate district assessments.

Duval County Public Schools District Assessment Calendar 2026-27

ASSESSMENT	Students to Be Tested	District Window	Mode	Average Testing Time	Testing Setting	What Is The Data Used For?
FCLE	**US Gov Students**	**11/2- 12/18**	**CBT**	**160 minutes^**	**State Testing Setting**	**State Testing**
Edmentum Exact Path Reading	**6th -12th Grade Optional**	11/9 - 12/18	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan
Edmentum Exact Path Math	ALG 1A; **6th-8th Grade Optional**	11/9 - 12/18	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan
1st Semester DEOCs	Applicable Semester Courses	11/9 - 12/18	CBT/PBT	70 - 90 minutes	Classroom Setting	CAST/Student Grades
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs Retakes, FACT	**6th-12th**	**11/30 - 12/18**	**CBT**	**160 minutes+**	**State Testing Setting**	**State Testing**
FAST Grade 10 ELA Reading Retakes	**10th-12th**	**11/30 - 12/18**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
FAST PM2- Star Early Literacy/Star Reading	**VPK-2nd**	**11/30 - 12/18**	**CBT**	**10 - 20 minutes**	**State Testing Setting**	**State Testing**
FAST PM2- Star Math	**KG-2nd**	**11/30 - 12/18**	**CBT**	**20 - 30 minutes**	**State Testing Setting**	**State Testing**
FAST PM2- Reading	**3rd-5th**	**11/30 - 12/18**	**CBT**	**90 minutes+**	**State Testing Setting**	**State Testing**
FAST PM2- Math	**3rd- 5th**	**11/30 - 12/18**	**CBT**	**80 minutes+**	**State Testing Setting**	**State Testing**
FAST PM2- Reading	**6th- 10th**	**11/30 - 1/22**	**CBT**	**90 minutes+**	**State Testing Setting**	**State Testing**
FAST PM2- Math	**6th- 8th**	**11/30 - 1/22**	**CBT**	**100 minutes+**	**State Testing Setting**	**State Testing**
DMA2	5th-12th (*EOC Courses Only)	11/30 - 12/16	CBT	90 - 180 minutes	Classroom Setting	District Progress Monitoring
January						
2nd Semester Baselines (Access Points Courses Only)	6th-12th	1/6 - 2/12	PBT	70 - 90 minutes	Classroom Setting	Teacher CAST
Star Reading	3rd-5th-Select Students **Optional for Other 3-5 Students**	1/6- 1/29	CBT	20 - 30 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
I-Ready Math	KG-5th	1/6 - 1/22	CBT	45 - 60 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
STAR CBM Reading	KG-2nd	1/6- 1/29	CBT	5 minutes	Classroom Setting	K-12 Reading Plan
STAR CBM Math	KG-2nd-Select Students	1/6- 1/29	CBT	5 minutes	Classroom Setting	K-12 Reading Plan
WIDA ACCESS for ELLs	**KG-12th**	**1/11 - 2/26**	**CBT/PBT**	**45 - 245 minutes**	**State Testing Setting**	**State Testing**
February						
FAA- DATAFOLIO: 3–10 ELA; 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	**3rd-12th**	**2/22 - 3/26**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**
DMA3	2nd- 5th (ELA, Math, Science) 6th-12th (*EOC Courses Only)	2/16 - 3/10	CBT	90 - 180 minutes	Classroom Setting	District Progress Monitoring
March						
I-Ready Math-Optional	5th: **KG-4th Optional**	3/1 - 3/31	CBT	45 - 60 minutes	Classroom Setting	K-5 Promotion
FAA- Performance Task: 3–8 ELA & Mathematics; 4–8 Writing; 5 & 8 Science; and Civics EOC	**3rd-8th**	**3/1 - 4/16**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**
FAA- Performance Task :9 & 10 ELA; 9 & 10 Writing; Algebra 1, Biology 1, Geometry, and U.S. History EOCs	**9th-12th**	**3/8 - 4/23**	**PBT**	**Varies/Untimed**	**State Testing Setting**	**State Testing**
SAT- District Testing	**11th & 12th (non-concordant and/or non-comparative)**	**3/24**	**CBT**	**134 minutes**	**State Testing Setting**	**National Testing**

White rows indicate state and national assessments. Green rows indicate district assessments.

Duval County Public Schools District Assessment Calendar 2026-27

ASSESSMENT	Students to Be Tested	District Window	Mode	Average Testing Time	Testing Setting	What Is The Data Used For?
B.E.S.T. Writing	**4th-10th**	**3/30 - 4/7**	**CBT**	**120 minutes^**	**State Testing Setting**	**State Testing**
FCLE	**US Gov Students**	**3/29 - 5/28**	**CBT**	**160 minutes^**	**State Testing Setting**	**State Testing**
April						
International Baccalaureate (IB) Exams	**11th & 12th**	**April - May**	**CBT**	**120 - 180 minutes**	**State Testing Setting**	**National Testing**
Cambridge Advanced International Certificate of Education (AICE) Papers	**10th-12th**	**April - June**	**CBT**	**60 - 180 minutes**	**State Testing Setting**	**National Testing**
STAR Reading	5th: **4th-Optional**	4/5 - 5/28	CBT	20 - 30 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
Edmentum Exact Path Reading	6th-8th: **9th-12th Grade Optional**	4/5 - 5/28	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
Edmentum Exact Path Math	ALG 1A; **6th-8th Grade Optional**	4/5 - 5/28	CBT	30 - 60 minutes	Classroom Setting	K-12 Reading Plan
CLT- District Testing	**12th (non-concordant and/or non-comparative)**	**4/6**	**CBT**	**120 minutes**	**State Testing Setting**	**National Testing**
DEOCS	APPLICABLE COURSES	4/12 - 5/21	CBT/PBT	70 - 90 minutes	Classroom Setting	Teacher CAST/Student Grades
STAR CBM Reading	KG-2nd	4/12 - 5/21	CBT	5 minutes	Classroom Setting	K-12 Reading Plan/K-5 Promotion
STAR CBM Math	KG-2nd-Select Students	4/12 - 5/21	CBT	5 minutes	Classroom Setting	K-12 Reading Plan
FAST PM3- Star Early Literacy/Star Reading	**VPK-2nd**	**4/16 - 5/28**	**CBT**	**10 - 20 minutes**	**State Testing Setting**	**State Testing**
FAST PM3- Star Math	**KG-2nd**	**4/16 - 5/28**	**CBT**	**20 - 30 minutes**	**State Testing Setting**	**State Testing**
May						
Advanced Placement (AP) Exams	**9th-12th**	**May**	**CBT**	**120 - 180 minutes**	**State Testing Setting**	**National Testing**
FAST PM3- Reading	**3rd**	**5/3 - 5/7**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
FAST PM3- Reading	**4th-10th**	**5/3 - 5/28**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
FAST PM3- Math	**3rd-8th**	**5/3 - 5/28**	**CBT**	**100 - 120 minutes+**	**State Testing Setting**	**State Testing**
FAST Grade 10 ELA Reading Retakes	**11th-12th**	**5/3 - 5/28**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
Statewide Science	**5th & 8th**	**5/3 - 5/28**	**CBT**	**160 minutes+**	**State Testing Setting**	**State Testing**
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	**6th-12th**	**5/3 - 5/28**	**CBT**	**160 minutes+**	**State Testing Setting**	**State Testing**
Star Reading	3rd (Select Students)	5/10- 5/21	CBT	20 - 30 minutes	Classroom Setting	GCE/K-5 Promotion
Amira-Select Schools	3rd (Select Students)	5/10- 5/21	CBT	20 minutes	Classroom Setting	GCE/K-12 Reading Plan
Edmentum Exact Path Reading	3rd (Select Students)	5/10- 5/21	CBT	30 - 60 minutes	Classroom Setting	GCE/K-5 Promotion
July						
FAST Grade 3 ELA Reading	**3rd**	**7/12-7/16**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
FAST Grade 10 ELA Reading Retakes	**10th-12th**	**6/21 -6/25 or 7/12-7/16**	**CBT**	**120 minutes+**	**State Testing Setting**	**State Testing**
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	**6th-12th**	**6/21 -6/25 or 7/12-7/16**	**CBT**	**160 minutes+**	**State Testing Setting**	**State Testing**

(#) Star Early Literacy for KG Students

(+) Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

(^) Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.

(*) EOC Courses: Alg1, Geometry, Civics, US History, 5th Grade Science, 8th Grade Science and Biology

White rows indicate state and national assessments. Green rows indicate district assessments.

THE AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND BIZI, INC. FOR TITLE I FUNDED SCHOOLS

THIS AGREEMENT ("this Agreement"), effective August _____, 2026 (the "Effective Date"), is between The School Board of Duval County, Florida, a body politic and corporate, with an address of 1701 Prudential Drive, Jacksonville, FL 32207 ("District"), and Bizi, Inc., a Delaware corporation authorized to transact business in Florida, with an address of 1639 Lorimier Road, Jacksonville, FL 32207 ("Contractor"). The District and Contractor may be referred to in this Agreement singularly as a "Party" and collectively as the "Parties".

Recitals, Background and Purpose

WHEREAS, the District requires services for a Positive Behavior Interventions and Supports (PBIS) system used by schools to motivate students, promote financial literacy, and positively reinforce behavior; and

WHEREAS, Contractor desires to assist the District in such effort by providing the services set forth in the Title I Quote Forms ("Quotes" herein) attached hereto and referenced as ***Composite Exhibit A***; and

WHEREAS, if there is any conflict or contradiction between the provisions of this Agreement and those in the Quotes, this Agreement will control and Contractor waives any claim to the contrary; and

WHEREAS, the District is authorized to enter into this Agreement for educational services pursuant to Board Policy 7.70 and this item is available only from a single source (2CFR §200.320(c)(2)); and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Service. The parties acknowledge and agree Contractor shall provide the services to the District as set forth within the following Contractor's thirty-eight (38) Quotes attached and incorporated herein referenced as ***Composite Exhibit A*** pursuant to Contractor's incorporated methodology herein referenced as ***Exhibit B*** as follows:

Title I Funded School Quotes

School No.	School	New/ Renewal	Software	Onboarding Set Up	Educational Incentives	Total
300461	Arlington ES	Renewal	$1,850.00	$ -	$2,110.00	$3,960.00
300781	Biltmore ES	Renewal	$3,500.00	$0.00	$3,100.00	$6,600.00
301026	Brookview ES	New	$4,000.00	$1,000.00	$ -	$5,000.00
300971	Cedar Hills ES	Renewal	$5,700.00	$ -	$3,678.00	$9,378.00
302321	Chimney Lakes ES	Renewal	$7,200.00	$ -	$2,800.00	$10,000.00
302451	Crown Point ES	New	$7,000.00	$1,000.00	$ -	$8,000.00
301095	Crystal Springs ES	New	$8,000.00	$1,000.00	$5,900.00	$14,900.00
301001	Ed White HS	Renewal	$8,800.00	$ -	$ -	$8,800.00
301004	Englewood ES	Renewal	$4,200.00	$ -	$3,520.00	$7,720.00
301003	Englewood HS	New	$10,500.00	$1,000.00	$5,355.00	$16,855.00
301064	Fort Caroline ES	New	$3,416.00	$1,000.00	$1,584.00	$6,000.00
301017	Fort Caroline MS	New	$4,700.00	$1,000.00	$3,820.00	$9,520.00
300271	GRASP Academy K-8	Renewal	$3,250.00	$ -	$2,950.00	$6,200.00
302221	Greenfield ES	Renewal	$5,750.00	$ -	$250.00	$6,000.00
300991	Highlands Estates ES	Renewal	$6,500.00	$ -	$ -	$6,500.00
302291	Jacksonville Heights ES	Renewal	$4,850.00	$ -	$3,910.00	$8,760.00
302191	Joseph Stilwell MS	Renewal	$5,250.00	$ -	$4,150.00	$9,400.00
300851	Lake Lucina ES	Renewal	$3,000.00	$ -	$ -	$3,000.00
300291	The Bridge to Success Academy HS	Renewal	$2,750.00	$ -	$2,500.00	$5,250.00
301061	Long Branch ES	Renewal	$3,200.00	$ -	$2,920.00	$6,120.00
302361	Maime Agnes Jones ES	Renewal	$3,620.00	$ -	$3,172.00	$6,792.00
302211	Normandy Village ES	Renewal	$4,000.00	$ -	$3,400.00	$7,400.00
300701	North Shore ES	Renewal	$6,500.00	$ -	$4,825.00	$11,325.00
301241	Northwestern Legends ES	Renewal	$4,000.00	$ -	$3,400.00	$7,400.00
300621	Oceanway MS	Renewal	$4,000.00	$ -	$ -	$4,000.00
301005	Ortega ES	New	$3,300.00	$1,000.00	$ -	$4,300.00
301029	Pinedale ES	Renewal	$5,000.00	$ -	$4,000.00	$9,000.00
300331	Riverside HS	New	$9,100.00	$1,000.00	$ -	$10,100.00
300581	RL Brown ES	Renewal	$2,860.00	$ -	$1,086.00	$3,946.00
300951	Rutledge Pearson ES	Renewal	$7,000.00	$ -	$5,050.00	$12,050.00
300911	Sallye B. Mathis ES	Renewal	$3,800.00	$ -	$3,280.00	$7,080.00
301112	San Jose ES	New	$7,560.00	$1,000.00	$5,080.00	$13,640.00
302371	Sandalwood HS	Renewal	$11,000.00	$ -	$1,740.00	$12,740.00
300721	Spring Park ES	Renewal	$4,600.00	$ -	$ -	$4,600.00
300861	Terry Parker HS	Renewal	$10,150.00	$ -	$5,785.00	$15,935.00
300981	Timucuan ES	Renewal	$5,240.00	$ -	$4,144.00	$9,384.00
302072	Westside MS	Renewal	$8,100.00	$ -	$6,400.00	$14,500.00
302741	Westview K-8	Renewal	$9,600.00	$ -	$7,120.00	$16,720.00
					Total Title I funding:	**$328,875.00**

3. Payment Terms. The parties understand and agree the Contractor shall commence its services as set forth within any one of the thirty-eight (38) Quotes collectively referenced herein as ***Composite Exhibit A*** either upon the establishment of an associated purchase order setting forth the available federal funding or upon the District's express written consent. District shall thereafter issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Payments by the District to the Contractor shall be nonrefundable if the Contractor performs and provides the goods and services in accordance with this Agreement. The District's maximum indebtedness to the Contractor for the term of this Agreement shall not exceed **THREE HUNDRED TWENTY-EIGHT THOUSAND, EIGHT HUNDRED SEVEN-FIVE and 00/100 DOLLARS ($328,875.00)** as set forth within the attached ***Composite Exhibit A***. Notwithstanding anything to the contrary in this Agreement, the parties may by an amendment to this Agreement substitute one or more of the thirty-eight (38) Quotes of the ***Composite Exhibit A*** with additional, individual Quotes should one or more of the attached Quotes be stricken due to changes in circumstances/affordability as long as the District's total maximum indebtedness of all Quotes thereafter (both remaining Quotes of the ***Composite Exhibit A*** and additional individual Quotes) do not collectively exceed the District's maximum indebtedness of this Agreement (i.e., $328,875.00) and shall be subject to all of the terms and conditions of this Agreement as if such additional Quotes were originally attached to this Agreement. By executing this Agreement, the District acknowledges and agrees to all of the terms and conditions of the Contractor set forth or referenced in the additional, individual Quotes as set forth within the attached ***Composite Exhibit A***, provided that in the event of a conflict or contradiction between the provisions of this Agreement and additional, individual Quotes, this Agreement will control.

4. Required Forms. The District may utilize federal funds for its payment pursuant to this Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of this Agreement the following in composite ***Exhibit C***, all of which shall be incorporated into this Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Drug-Free Workplace Certification; (c) Certification Regarding Debarment, Suspension, and Other Responsibility Matters; (d) Non-Collusion Affidavit; (e) Independent Contractor Workers' Compensation Acknowledgement; and (f) Special Conditions for Federal Compensation. In addition to the foregoing, Contractor shall comply with the provisions of 2 CFR 200.322, effective November 12, 2020, which states that as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent applicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States.

5. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

6. Risk of Loss. All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until acceptance of the work by District. In the case of any loss or damage to the work prior to the District's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to the District pursuant to this Agreement must be by FOB destination.

7. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in this Agreement. District shall ensure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit D*** to this Agreement.

8. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

9. Confidentiality of Student Records and Quotes and Order Forms. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information pursuant to the Contractor's executed December 2023 Standard Student Data Privacy Agreement referenced and incorporated herein as ***Exhibit E*** (not attached). Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third-party. The Contractor considers the pricing information set forth on the Quotes and Order forms attached to this Agreement as ***Composite Exhibit A*** to be trade secret information that is exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution, pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes. Accordingly, the District will keep such information confidential and will not disclose it in response to any public records request. If the District determines that the District is compelled by law to disclose such information, the District will provide the Contractor with sufficient advance notice prior to disclosure so that the Contractor has the ability to take legal action to seek to protect the information from disclosure.

The District similarly acknowledges reception of Contractor's Privacy Policy, at: www.bizimotivates.com/terms-and-policies (the "Privacy Policy").

10. Term; Termination. The parties intend for the term of this Agreement to commence on July 1, 2026 and end June 30, 2027. The District reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement after the termination date. The District will be required to pay that amount of this Agreement actually performed to the date of termination.

11. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of: (i) the negligent acts of the District arising out of, or in connection with, the provisions of this Agreement; and (ii) any rewards, prizes, or other incentives that the District and its schools, faculty, staff, or other employees provide to students in connection with the District's use of the goods and/or services provided by the Contractor. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law or as set forth in this Agreement, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to this Agreement is a waiver of sovereign immunity by the District. Consistent with Florida law, sovereign immunity does not bar any claim seeking to enforce the terms of this Agreement or for breach of this Agreement.

12. Governing Law/Venue/Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue exclusively in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

13. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create nor confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) The District, the Contractor, or any of the Contractor's subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

A contract terminated under this subparagraph. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than twenty (20) calendar days after the date on which the contract was terminated.

(e) If the District terminates this Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least one (I) year after the date on which this Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract pursuant to Section 10 of this Agreement.

15. Subcontractors. If Contractor is permitted to subcontract any of the work set forth in this Agreement, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.

16. Exhibit(s) Incorporation. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

17. Order of Precedence. In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached, incorporated or linked hereto or of any amendment, the priority of control, in decreasing order of precedence shall be: (i) this Agreement as expressly written, Contractor's thirty-eight (38) Quotes (***Composite Exhibit A***), Contractor's Service Charge methodology (***Exhibit B***), Insurance Requirements (***Exhibit D***), Required Forms (***Exhibit C***); (ii) the Contractor's December 2023 executed Standard Student Data Privacy Agreement (***Exhibit E***); and (iii) the Contractor's linked Privacy Policy.

18. Entire Agreement. This Agreement (including the ***Composite Exhibit A*** and those additional, appropriate Quotes subsequently added to this Agreement after its execution) represents the entire agreement between the parties, may only be amended by a formal written agreement executed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

19. Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

(a) Keep and maintain public records required by the District in order to perform the service.

(b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT: PRR@DUVALSCHOOLS.ORG; (904) 390-2407.

20. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of: (i) infringement by Contractor of any third-party patent, copyright or trademark; or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

21. Intellectual Property Rights - Use. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The Contractor owns and shall retain all ownership, intellectual property rights, title, and interest in and to the software provided to, or used by, the District or any schools within the District pursuant to this Agreement.

22. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and serve it via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:
Bizi, Inc.
Attn: Kate Fulginiti
1639 Lorimier Road
Jacksonville, FL 32207
Tel.: (217) 414-3885

If to District:
The School Board of Duval County, FL
Attn: Christopher S. Bernier, Superintendent
1701 Prudential Drive
Jacksonville, FL 32207

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive, Room 340
Jacksonville, FL 32207

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in this Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools
Attn: Anna DeWese, Ed.D.
1701 Prudential Drive
Jacksonville, FL 32207
Tel.: (904) 390-2579

23. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of this Agreement.

24. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby; and in lieu of each clause or provision of the which is illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

25. Assignment. Neither this Agreement nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

26. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

27. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to this Agreement. For the breach or violation of these provisions, the District shall have the right to terminate this Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

28. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of this Agreement: (a) Contractor certifies to the District that there are no names to disclose to the District pursuant to this section other than Kate Fulginiti and Jack Gibson; and (b) the District acknowledges receipt of the disclosures required by this section with respect to Kate Fulginiti and Jack Gibson and confirms that such disclosures satisfy the requirements of this section.

29. Jessica Lunsford Act. All District and Contractor employees, appointees, or agents who come into contact with students as part of this Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with this Agreement and who may come into contact with students as part of this Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

30. No Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provisions.

31. Force Majeure. The deadlines in this Agreement shall be equitably adjusted for force majeure events that are outside the reasonable control of the adversely affected party as set forth in this section. In order to implement the effect of this section, the party adversely affected by the force majeure event shall promptly advise the other party in writing as to occurrence of the force majeure event, the extent of the disruption caused by the force majeure event, and its probable effect on this Agreement. If, in the reasonable opinion of the other party, the disruption caused by the force majeure event is commensurate with the conditions established herein, then the timelines affected by the force majeure event will be adjusted on a day-for-day basis as measured by the duration of the force majeure disruption.

32. Publicity. Contractor shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval; provided, however, that Contractor may: (a) indicate on Contractor's website that Contractor provides services to certain of the District's schools; and (b) mention in the Contractor's informational pitch materials regarding the Contractor and its services that Contractor provides services to certain of the District's schools. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

33. Facsimile, Electronic and Scanned Signatures. This Agreement may be executed in one or more counterparts and via electronic signature, the counterparts, facsimiles, and any amalgamations of which, when taken together, shall be deemed to constitute an entire and original Agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the District and Contractor hereto have caused to be executed this Agreement by their respective duly authorized representatives to be effective as of the date stated within the preamble above.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

COMPOSITE EXHIBIT A

CONTRACTOR'S THIRTY-EIGHT (38) *QUOTES*
shall immediately follow this page.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Paula Findlay
Arlington Elementary
201 UNIVERSITY BLVD N
JACKSONVILLE 32211

QUOTE # 1062
DATE 04/09/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	185	10.00	1,850.00
Educational Incentives Package		1	2,110.00	2,110.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$3,960.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jovanna Williams
Duval - Biltmore Elementary
12101 W Palm Ave
Jacksonville, FL 32254

QUOTE # 1025
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	350	10.00	3,500.00
Educational Incentives Package		1	3,100.00	3,100.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,600.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Lacreshia Harris
Duval - Brookview Elementary
10450 THERESA DR
JACKSONVILLE, FL 32246

QUOTE # 1026
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	400	10.00	4,000.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty, along with software configuration. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$5,000.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Dr. Marva McKinney
Duval - Cedar Hills Elementary
6534 Ish Brant Rd
Jacksonville, FL 32210

QUOTE # 1015
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	570	10.00	5,700.00
Educational Incentives Package		0.80	4,597.50	3,678.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$9,378.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Marianne Lee
Chimney Lakes Elementary
9353 STAPLES MILL DR
Jacksonville, FL 32244

QUOTE # 1063
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	800	9.00	7,200.00
Educational Incentives Package		1	2,800.00	2,800.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$10,000.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Katie O'Connell
Duval - Crown Point Elementary
3800 Crown Point Road
Jacksonville, FL 32257

QUOTE # 1117
DATE 07/02/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	700	10.00	7,000.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty, along with software configuration. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$8,000.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Claire St. Amand
Duval - Crystal Springs Elementary
1200 Hammond Blvd
Jacksonville, FL 32221

QUOTE # 1095
DATE 04/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Educational Incentives Package		1	5,900.00	5,900.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$14,900.00**

Accepted By

Accepted Date 05/04/2026

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Traci Battest
Duval - Ed White High School
1700 Old Middleburg Road
Jacksonville, Florida 32210

QUOTE # 1001
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,100	8.00	8,800.00

Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$8,800.00**

Accepted By

Accepted Date

Bizi utilizes a uniform, enrollment-based pricing model. This quote includes Bizi software licenses and, where applicable, onboarding services and/or an incentives package. All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Hope Teper
Duval - Englewood Elementary
4359 SPRING PARK RD
JACKSONVLLE, FL 32207

QUOTE # 1004
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	420	10.00	4,200.00
Educational Incentives Package		1	3,520.00	3,520.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,720.00**

Accepted By

Accepted Date 03/31/2026

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Marleny Chirino
Duval - Englewood High
4412 Barnes Rd.
Jacksonville, FL 32207

QUOTE # 1003
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,500	7.00	10,500.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Educational Incentives Package		1	5,355.00	5,355.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$16,855.00**

Accepted By

Accepted Date 03/31/2026

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Faith Roberts-Graham
Fort Caroline Elementary
3925 ATHORE DR
Jacksonville, FL 32277

QUOTE # 1064
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	341.60	10.00	3,416.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Educational Incentives Package		0.40	3,960.00	1,584.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,000.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
CJ Wellington
Duval - Fort Caroline Middle
3787 University Club Blvd
Jacksonville, FL 32277

QUOTE # 1017
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	470	10.00	4,700.00
Bizi Onboarding & Setup		1	1,000.00	1,000.00
Educational Incentives Package		1	3,820.00	3,820.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$9,520.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Anastasia Powell
Duval - GRASP Academy
3101 Justina Road
Jacksonville, FL 32277

QUOTE # 1016
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	325	10.00	3,250.00
Educational Incentives Package		1	2,950.00	2,950.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,200.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Dr. Davina Parker
Duval - Greenfield Elementary
6343 KNIGHTS LN N
JACKSONVILLE, FL 32216

QUOTE # 1036
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	includes access to the Bizi platform for use by school administrators, faculty, and students.	575	10.00	5,750.00
Educational Incentives Package		1	250.00	250.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,000.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Natalya Richie-Graham
Duval - Highlands Estates
1000 Depaul Drive
Jacksonville, FL 32218

QUOTE # 1006
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	650	10.00	6,500.00

Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,500.00**

Accepted By

Accepted Date

Bizi utilizes a uniform, enrollment-based pricing model. This quote includes Bizi software licenses and, where applicable, onboarding services and/or an incentives package. All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Candace Glover
Duval - Jax Heights Elementary
7750 TEMPEST ST S
JACKSONVILLE, FL 32244

QUOTE # 1038
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	485	10.00	4,850.00
Educational Incentives Package		1	3,910.00	3,910.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$8,760.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Tamara Roper
Duval - Joseph Stilwell Middle
7840 Burma Rd
Jacksonville, FL 32221

QUOTE # 1002
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	525	10.00	5,250.00
Educational Incentives Package		1	4,150.00	4,150.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$9,400.00**

Accepted By

Accepted Date 03/30/2026

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Michelle Walsh
Lake Lucina Elementary
6527 MERRILL RD
Jacksonville, FL 32277

QUOTE # 1065
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	300	10.00	3,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$3,000.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Wayman Graham
Duval - Long Branch Elementary
3723 Franklin Street
Jacksonville, FL 32206

QUOTE # 1034
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	320	10.00	3,200.00
Educational Incentives Package		1	2,920.00	2,920.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,120.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Katherine Kirkland
Mamie Agnes Elementary
700 ORANGE AVE
BALDWIN, FL 32234

QUOTE # 1066
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	362	10.00	3,620.00
Educational Incentives Package		1	3,172.00	3,172.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$6,792.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jessica Sales
Normandy Village Elementary
8257 HERLONG RD
JACKSONVILLE, FL 32210

QUOTE # 1067
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	400	10.00	4,000.00
Educational Incentives Package		1	3,400.00	3,400.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,400.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Felicia Hardaway
North Shore Elementary
5701 SILVER PLAZA
JACKSONVILLE, FL 32208

QUOTE # 1068
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	650	10.00	6,500.00
Educational Incentives Package		1	4,825.00	4,825.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$11,325.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Kimberly Brown
Duval - Northwestern Legends Elementary
2100 W 45TH ST.
JACKSONVILLE, FL 32209

QUOTE # 1019
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	400	10.00	4,000.00
Educational Incentives Package		1	3,400.00	3,400.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,400.00**

Accepted By

Accepted Date 03/31/2026

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Elizabeth Stansel
Oceanway Middle
143 OCEANWAY AVE
JACKSONVILLE, FL 32218

QUOTE # 1069
DATE 07/09/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	400	10.00	4,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$4,000.00**

Accepted By

Accepted Date 07/20/2026

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Dr. Tisa Montgomery
Duval - Ortega Elementary
4010 BALTIC ST
JACKSONVILLE, FL
JACKSONVILLE FL, 32210

QUOTE # 1005
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	330	10.00	3,300.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$4,300.00**

Accepted By

Accepted Date 03/30/2026

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Andrea Willis
Duval - Pinedale
4228 Dignan St
Jacksonville, FL 32254

QUOTE # 1029
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	500	10.00	5,000.00
Educational Incentives Package	Bizi will purchase from a curated package of district-approved, non-food educational incentives and ship them directly to the school. Items and quantities will vary based on school preference, student demand, and inventory availability.	1	4,000.00	4,000.00

Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$9,000.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Chris Koek
Duval - Riverside High
1200 S MCDUFF AVE
JACKSONVILLE, FL 32205

QUOTE # 1042
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,300	7.00	9,100.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$10,100.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Kristi Kincaid
R.L. Brown Elementary
1535 MILNOR ST
JACKSONVILLE, FL 32206

QUOTE # 1070
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	286	10.00	2,860.00
Educational Incentives Package	=	1	1,086.00	1,086.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$3,946.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Katie Adkins
Rutledge Pearson Elementary
4346 ROANOKE BLVD
JACKSONVILLE, FL 32208

QUOTE # 1071
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	700	10.00	7,000.00
Educational Incentives Package		1	5,050.00	5,050.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$12,050.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Latarsha Jones
Duval - Sallye B Mathis
3501 Winton Dr
Jacksonville, FL 32208

QUOTE # 1031
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	380	10.00	3,800.00
Educational Incentives Package		1	3,280.00	3,280.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,080.00**

Accepted By

Accepted Date 04/01/2026

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Adam Barr
San Jose Elementary
5805 St Augustine Rd
Jacksonville, FL 32207

QUOTE # 1121
DATE 07/09/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	840	9.00	7,560.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty, along with software configuration. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Educational Incentives Package		1	5,080.00	5,080.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$13,640.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Saryn Hatcher
Duval - Sandalwood High
2750 JOHN PROM BLVD
JACKSONVILLE, FL 32246

QUOTE # 1022
DATE 04/08/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students. *School rate capped at $11k.	2,200	5.00	11,000.00
Educational Incentives Package		1	1,740.00	1,740.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$12,740.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Dr. Davina Parker
Duval - Spring Park Elementary
2250 SPRING PARK RD.
JACKSONVILLE, FL 32207

QUOTE # 1032
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	460	10.00	4,600.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$4,600.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Anthony Scarlett
Duval - Terry Parker High
7301 Parker School Rd
Jacksonville, FL 32211

QUOTE # 1009
DATE 03/30/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,450	7.00	10,150.00
Educational Incentives Package		1	5,785.00	5,785.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$15,935.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Megan McKinney
Duval - BTSHS
9430 Lem Turner Road
Jacksonville, Fl 32208

QUOTE # 1021
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	275	10.00	2,750.00
Educational Incentives Package		1	2,500.00	2,500.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$5,250.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Contrina Bolden
Duval - Timucuan Elementary
5429 110th St
Jacksonville, FL 32244

QUOTE # 1010
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	524	10.00	5,240.00
Educational Incentives Package		1	4,144.00	4,144.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$9,384.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
David Errico
Duval - Westside Middle
4815 WESCONNETT BLVD
JACKSONVILLE, FL 32210

QUOTE # 1033
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	900	9.00	8,100.00
Educational Incentives Package		1	6,400.00	6,400.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$14,500.00**

Accepted By

Accepted Date

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ID: 726cb741-b486-438a-9acb-0365c11be67b

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jamie Griffin
Duval - Westview Pk-8
5270 Connie Jean Rd
Jacksonville, FL 32210

QUOTE # 1037
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,200	8.00	9,600.00
Educational Incentives Package		1	7,120.00	7,120.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$16,720.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

EXHIBIT B

CONTRACTOR'S SERVICE CHARGE METHODOLOGY
shall immediately follow this page.

Educational Incentive List 2026-2027

General Supplies

- ☐ Pencils/Pencil Grips
- ☐ Pens
- ☐ Highlighters
- ☐ Erasers
- ☐ Journals
- ☐ Stickers
- ☐ Notes
- ☐ Headphones/Earbuds
- ☐ Bookmarks
- ☐ Supply Pouches

Art Supplies

- ☐ Ink Stamper/Art Supplies
- ☐ Modeling Clay
- ☐ Art Activity Books
- ☐ Drawing Books/Doodle Boards

Sensory

- ☐ Play-Doh/Putty/Sensory Items
- ☐ Bubbles

Wellness/Problem Solving

- ☐ Activity Books
- ☐ Rubiks Cube
- ☐ Lego/STEM Kits
- ☐ Puzzles
- ☐ Strategy Games

Duval County Pricing Tiers 26-27

Software Pricing Per Student

0-750 Students - $10

751–999 Students -$9

1,000-1,299 Students -$8

1,300-1,550 Students-$7

1,551 -1,800 Students -$6

1,801 -2,200 Students-$5, $11k cap

EXHIBIT C - COMPOSITE REQUIRED FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price)* to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three (3) years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow District to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to District a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to District a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to District a federal drug-free workplace certification form.

8. The Contractor agrees District may terminate the contract at any time for any reason subject to the terms and conditions of the contract (including the notice provisions thereof).

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on, or required satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I **certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

B. Have not within a three (3) year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph l(B) above of this certification.

D. Have not within a three (3) year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

BIZI, INC., a Delaware corporation

Kate Fulginiti

By: _____

Kate Fulginiti, Chief Executive Officer

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I state that I am the Chief Executive Officer of Bizi, Inc., a Delaware corporation, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer. I hereby attest that:

1. The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

2. Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3. The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4. Bizi, Inc., and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows: NONE

I attest that Bizi, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. 1 understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 08-03-2026

INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers' compensation program of the School Board of Duval County, Florida (the "District"), any primary workers' compensation insurance policy purchased by or on behalf of the District, any excess workers' compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers' compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "employee" as defined under Chapter 440 of the Florida Statutes describing the workers' compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one (1) bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers' compensation coverage or has elected to be exempt from workers' compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 08-03-2026

SPECIAL CONDITIONS

Upon acceptance of this Agreement, the Contracting Party certifies that they meet to the extent applicable and agree to the following provisions:

Fiscal Non-Appropriations Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the Contracting Party of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

Access to Records (34 C.F.R. 80.36(I)(10)): Contracting Party shall give access to the District, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Records Retention: As required by Federal law (34 C.F.R. 80.36(I)(II)) and Florida law (Fla. Stat. 257.36), Contracting Party must retain all records pertaining to this Agreement for five (5) years after the District makes final payments and all other pending matters are closed.

Clean Air Act (34 C.F.R. 80.36(I)(12)): Contracting Party must comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). This applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000.

Energy Efficiency (34 C.F.R. 80.36(I)(13)): Contracting Party must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Suspension and Debarment: In accordance with the United States Office of Management and Budget Circular A-133 regarding procurements contracts equal to or exceeding $25,000, Contracting Party must certify that they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

Equal Employment Opportunity (34 C.F.R. 80.36(I)(3)): Contracting Party must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). This applies to all construction contracts awarded in excess of $10,000 by the District and their contractors or subgrantees.

Copeland "Anti-Kickback" Act (34 C.F.R. 80.36(I)(4)): Contracting Party must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5). This applies to all contract/subgrants for construction or repair.

Davis-Bacon Act (34 C.F.R. 80.36(I)(5)): Contracting Party must comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to construction contracts in excess of $2,000 awarded by the District and subgrantees when required by Federal grant program legislation.

Contract Work Hours & Safety Standards (34 C.F.R. 80.36(I)(6)): Contracting Party must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to all construction contracts awarded by the District and subgrantees in excess of $2,000 and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

Cancellation/Termination (34 C.F.R. 80.36(I)): For all purchases involving Federal funds in excess of $10,000, the District reserves the right to terminate this Agreement for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the District shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages caused by lost profits, inconvenience, or overhead expense to Contracting Party.

Byrd Anti-Lobbying Amendment (Appendix II to 2 C.F.R. 200): For contracts over $100,000, Contracting Party certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or other award under 31 U.S.C. 1352, the Contracting Party shall report and disclose such lobbying activities as required. The Contracting Party shall require that this language be included in the award documents for all subawards at all tiers and that all subrecipients certify and disclose accordingly.

Procurement of Recovered Materials (2 C.F.R. 200.323): A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216): Contracting Party must comply with the requirements of this federal regulation which prohibits the use of loan or grant funds on equipment, services, systems, telecommunications or video surveillance equipment or services which are produced by Huawei Technologies Company, ZTE Corporation, Hytera, Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) or any other entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign county.

Domestic Preferences for Procurements (2 C.F.R. 200.322): Contracting Party should to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me on behalf of the Contactor herein.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 08-03-2026

EXHIBIT D

INSURANCE REQUIREMENTS

A. **REQUIRED INSURANCE**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

1. Workers' Compensation/Employers' Liability. The Contractor will maintain Workers' Compensation and Employers' Liability insurance as required by law to the extent applicable to the Contractor.

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

   a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

      (1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of sexual molestation, sexual abuse, or sexual misconduct.

      (2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of mold, fungus, bacteria, terrorism, silica, asbestos, or lead.

   b. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. Not required due to the nature of goods and services to be provided by the Contractor to the District (i.e., software).

B. **EVIDENCE OF INSURANCE**. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employers' Liability (subject to Section A(l) of this Exhibit) and Commercial General Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. Subject to Section A(l) of this Exhibit, the Certificate of Insurance, or other evidence, shall verify that any legally required Workers' Compensation/Employers' Liability insurance contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage.

   b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS.**

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

   a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

   b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. **PRIMARY AND NON-CONTRIBUTORY**. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. **ADDITIONAL REMEDY**. Compliance with the insurance requirements of the Agreement shall not limit the liability of the Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. **DISTRICT APPROVAL.** Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.

EXHIBIT E

CONTRACTOR'S EXECUTED DECEMBER 2023 STANDARD STUDENT DATA PRIVACY AGREEMENT is referenced herein, but not attached.

THE AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND BIZI, INC. FOR NON-TITLE I FUNDED SCHOOLS

This Agreement ("this Agreement"), effective August _____, 2026 (the "Effective Date"), is between The School Board of Duval County, Florida, a body politic and corporate, with an address of 1701 Prudential Drive, Jacksonville, FL 32207 ("District"), and Bizi, Inc., a Delaware corporation authorized to transact business in Florida, with an address of 1639 Lorimier Road, Jacksonville, FL 32207 ("Contractor"). The District and Contractor may be referred to in this Agreement singularly as a "Party" and collectively as the "Parties".

Recitals, Background and Purpose

WHEREAS, the District requires services for a Positive Behavior Interventions and Supports (PBIS) system used by schools to motivate students, promote financial literacy, and positively reinforce behavior; and

WHEREAS, Contractor desires to assist the District in such effort by providing the services set forth in the Non-Title I Quote Forms ("Quotes" herein) attached hereto and referenced as ***Composite Exhibit A***; and

WHEREAS, if there is any conflict or contradiction between the provisions of this Agreement and those in the Quotes, this Agreement will control and Contractor waives any claim to the contrary; and

WHEREAS, the District is authorized to enter into this Agreement for educational services pursuant to Board Policy 7.70 and this item is available only from a single source (2CFR §200.320(c)(2)); and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Service. The parties acknowledge and agree Contractor shall provide the services to the District as set forth within the following Contractor's twenty-three (23) Quotes attached and incorporated herein referenced as ***Composite Exhibit A*** pursuant to Contractor's incorporated methodology herein referenced as ***Exhibit B*** as follows:

Non-Title I Funded School Invoices

School No.	School Name	New/ Renewal	Software	Onboarding Set Up	Educational Incentives	Supplemental Incentives	Total Quote
302471	Anchor Academy ES	Renewal	$3,000.00	---	---	$2,800.00	$5,800.00
302681	Atlantic Coast HS	Renewal	$6,930.00	---	---	$4,700.00	$11,630.00
301611	Bartram Springs ES	Renewal	$8,000.00	---	---	$5,900.00	$13,900.00
302301	Beauclerc ES	Renewal	$8,370.00	---	$7,360.00	---	$15,730.00
301102	Chaffee Trails ES	New	$8,100.00	$1,000.00	---	$6,400.00	$15,500.00
302641	Chet's Creek ES	Renewal	$8,000.00	---	---	---	$8,000.00
301073	Douglas Anderson HS	Renewal	$8,000.00	---	---	$4,000.00	$12,000.00
300631	Duncan U. Fletcher MS	Renewal	$8,800.00	---	---	---	$8,800.00
302491	Greenland Pines ES	Renewal	$5,000.00	---	---	---	$5,000.00
301521	James Weldon Johnson MS	Renewal	$8,000.00	---	---	---	$8,000.00
300881	John Stockton ES	Renewal	$4,800.00	---	---	---	$4,800.00
300311	Julia Landon MS	Renewal	$7,200.00	---	---	---	$7,200.00
302791	Kernan MS	Renewal	$8,000.00	---	---	---	$8,000.00
302671	LaVilla School of the Arts MS	Renewal	$8,100.00	---	---	$6,400.00	$14,500.00
302581	Mandarin Oaks ES	Renewal	$4,000.00	---	---	$3,000.00	$7,000.00
302271	Mayport Coastal ES	Renewal	$3,000.00	---	---	$2,800.00	$5,800.00
301089	Neptune Beach ES	New	$5,000.00	$1,000.00	---	$4,000.00	$10,000.00
301087	Oceanway ES	New	$6,900.00	$1,000.00	---	$4,140.00	$12,040.00
301040	San Pablo ES	Renewal	$5,000.00	---	---	---	$5,000.00
300761	Southside Estates ES	Renewal	$7,380.00	---	$5,540.00	---	$12,920.00
300481	Thomas Jefferson ES	Renewal	$4,600.00	---	$3,760.00	---	$8,360.00
302511	Twin Lakes Academy ES	Renewal	$7,200.00	---	---	---	$7,200.00
302531	Twin Lakes Academy MS	Renewal	$8,100.00	---	---	$4,800.00	$12,900.00
						Total Non-Title I Funding	**$220,080.00**

3. Payment Terms. District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Payments by the District to the Contractor shall be nonrefundable if the Contractor performs and provides the goods and services in accordance with this Agreement. The District's maximum indebtedness to the Contractor for the term of this Agreement shall not exceed **TWO HUNDRED TWENTY THOUSAND, EIGHTY and 00/100 DOLLARS ($220,080.00)** as set forth on the Quotes attached hereto and incorporated herein by this reference as ***Composite Exhibit A***. Notwithstanding anything to the contrary in this Agreement, after the execution of this Agreement, the District and the Contractor may, by their mutual agreement, supplement the twenty-three (23) Quotes composing ***Composite Exhibit A*** with additional, individual Quotes that shall be executed in a separate and formal writing by the District and the Contractor as long as the total aggregate amount of all Quotes (both ***Composite Exhibit A*** and additional individual Quotes) do not collectively exceed the District's maximum indebtedness of this Agreement ($220,080.00)

(referenced as "additional, appropriate Quotes" hereafter), and such additional, appropriate Quotes may be attached following the completed execution of this Agreement and shall be subject to all of the terms and conditions of this Agreement as if such additional, appropriate Quotes were originally attached to this Agreement. By executing this Agreement, the District acknowledges and agrees to all of the terms and conditions of the Contractor set forth or referenced in the additional, appropriate Quotes subsequently attached to ***Composite Exhibit A***; provided, however, that in the event of a conflict or contradiction between the provisions of this Agreement and additional, appropriate Quotes, this Agreement will control.

4. Required Forms. The District may utilize federal funds for its payment pursuant to this Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of this Agreement the following in ***Composite Exhibit C***, all of which shall be incorporated into this Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (d) Non-Collusion Affidavit; (e) Independent Contractor Workers' Compensation Acknowledgement; and (f) Special Conditions for Federal Compensation. In addition to the foregoing, Contractor shall comply with the provisions of 2 CFR 200.322, effective November 12, 2020, which states that as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent applicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States.

5. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

6. Risk of Loss. All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until acceptance of the work by District. In the case of any loss or damage to the work prior to the District's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to the District pursuant to this Agreement must be by FOB destination.

7. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in this Agreement. District shall ensure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit D*** to this Agreement.

8. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

9. Confidentiality of Student Records and Quotes and Order Forms. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information pursuant to the Contractor's *executed December 2023* ***Standard Student Data Privacy Agreement*** referenced and incorporated herein as ***Exhibit E*** (not attached). Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third-party. The Contractor considers the pricing information set forth on the Quotes attached to this Agreement as ***Composite Exhibit A*** to be trade secret information that is exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution, pursuant to Sections 815.045, 812.08I, 119.07I5, and 688.002, Florida Statutes. Accordingly, the District will keep such information confidential and will not disclose it in response to any public records request. If the District determines that the District is compelled by law to disclose such information, the District will provide the Contractor with sufficient advance notice prior to disclosure so that the Contractor has the ability to take legal action to seek to protect the information from disclosure.

The District similarly acknowledges reception of Contractor's Privacy Policy, at www.bizimotivates.com/terms-and-policies (the "*Privacy Policy*").

10. Term; Termination. The parties intend for the term of this Agreement to commence July 1, 2026 and end June 30, 2027. The District reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement after the termination date. The District will be required to pay that amount of this Agreement actually performed to the date of termination.

11. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of: (i) the negligent acts of the District arising out of or in connection with the provisions of this Agreement; and (ii) any rewards, prizes, or other incentives that the District and its schools, faculty, staff, or other employees provide to students in connection with the District's use of the goods and/or services provided by the Contractor. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law or as set forth in this Agreement, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to this Agreement is a waiver of sovereign immunity by the District. Consistent with

Florida law, sovereign immunity does not bar any claim seeking to enforce the terms of this Agreement or for breach of this Agreement.

12. Governing Law/Venue/Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue exclusively in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

13. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. A contract terminated under this subsection is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than twenty (20) calendar days after the date on which the contract was terminated.

(e) If the District terminates this Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract pursuant to Section 10 of this Agreement.

15. Subcontractors. If Contractor is permitted to subcontract any of the work set forth in this Agreement, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.

16. Exhibit(s) Incorporation. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

17. Order of Precedence. In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached, incorporated or linked hereto or of any amendment, the priority of control, in decreasing order of precedence shall be: (i) this Agreement as expressly written; twenty-three (23) Quotes (***Composite Exhibit A***); Contractor's Service Charge methodology (***Exhibit B***); Insurance Requirements (***Exhibit D***); Required Forms (***Exhibit C***); (ii) the Contractor's December 2023 executed *Standard Student Data Privacy Agreement* (***Exhibit E***); and (iii) the Contractor's linked *Privacy Policy*.

18. Entire Agreement. This Agreement (including ***Composite Exhibit A*** and those additional, appropriate Quotes subsequently added to this Agreement after its execution) represents the entire agreement between the parties, may only be amended by a formal written agreement executed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

19. Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

(a) Keep and maintain public records required by the District in order to perform the service.

(b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT: PRR@DUVALSCHOOLS.ORG; (904) 390-2407.

20. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of: (i) infringement by Contractor of any third-party patent, copyright or trademark; or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

21. Intellectual Property Rights - Use. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The Contractor owns and shall retain all ownership, intellectual property rights, title, and interest in and to the software provided to, or used by, the District or any schools within the District pursuant to this Agreement.

22. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and served via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:
Bizi, Inc.
Attn: Kate Fulginiti
1639 Lorimier Road
Jacksonville, FL 32207
Tel.: (217) 414-3885

If to District:
The School Board of Duval County, FL
Attn: Christopher S. Bernier, Superintendent
1701 Prudential Drive
Jacksonville, FL 32207

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive, Rm. 340
Jacksonville, FL 32207

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in this Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools
Attn: Anna DeWese, Ed.D
1701 Prudential Drive
Jacksonville, FL 32207
(904) 390-2579

23. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of this Agreement.

24. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby; and in lieu of each clause or provision of the which is illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

25. Assignment. Neither this Agreement nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

26. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

27. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to this Agreement. For the breach or violation of these provisions, the District shall have the right to terminate this Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

28. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. All bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of this Agreement: (i) Contractor certifies to the District that there are no names to disclose to the District pursuant to this section other than Kate Fulginiti and Jack Gibson; and (ii) the District acknowledges receipt of the disclosures required by this section with respect to Kate Fulginiti and Jack Gibson and confirms that such disclosures satisfy the requirements of this section.

29. Jessica Lunsford Act. All District and Contractor employees, appointees, or agents who come into contact with students as part of this Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with this Agreement and who may come into contact with students as part of this Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

30. No Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provisions.

31. Force Majeure. The deadlines in this Agreement shall be equitably adjusted for force majeure events that are outside the reasonable control of the adversely affected party as set forth in this section. In order to implement the effect of this section, the party adversely affected by the force majeure event shall promptly advise the other party in writing as to occurrence of the force majeure event, the extent of the disruption caused by the force majeure event, and its probable effect on this Agreement. If, in the reasonable opinion of the other party, the disruption caused by the force majeure event is commensurate with the conditions established herein, then the timelines affected by the force majeure event will be adjusted on a day-for-day basis as measured by the duration of the force majeure disruption.

32. Publicity. Contractor shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval; provided, however, that Contractor may: (i) indicate on Contractor's website that Contractor provides services to certain of the District's schools; and (ii) mention in the Contractor's informational pitch materials regarding the Contractor and its services that Contractor provides services to certain of the District's schools. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

33. Facsimile, Electronic and Scanned Signatures. This Agreement may be executed in one or more counterparts and via electronic signature, the counterparts, facsimiles, and any amalgamations of which, when taken together, shall be deemed to constitute an entire and original Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as noted below and effective as dated within the preamble above.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

COMPOSITE EXHIBIT A

CONTRACTOR'S TWENTY-THREE (23) QUOTES
shall immediately follow this page.

ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jennifer Beale-Collier
Duval -Anchor Academy
555 wonderwood drive
Atlantic Beach, FL 32233

QUOTE # 1012
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	300	10.00	3,000.00
Supplemental Incentives Package		1	2,800.00	2,800.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$5,800.00**

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Dr. Mike George
Atlantic Coast High School
9735 R G SKINNER PKWY
JACKSONVILLE, FL 32256

QUOTE # 1076
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	770	9.00	6,930.00
Supplemental Incentives Package		0.50	9,400.00	4,700.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$11,630.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Kim Wright
Bartram Springs
14799 BARTRAM SPRINGS PKWY
JACKSONVILLE, FL 32258

QUOTE # 1077
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00
Supplemental Incentives Package		1	5,900.00	5,900.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$13,900.00**

Accepted By

Accepted Date 04/13/2026

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Sanethette Shubert
Duval - Beauclerc Elementary
4555 CRAVEN RD W
JACKSONVILLE, FL 32257

QUOTE # 1024
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	930	9.00	8,370.00
Educational Incentives Package		1	7,360.00	7,360.00

TOTAL **$15,730.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Casie Doyle
Duval - Chaffee Trail Elementary
11400 Sam Caruso Way
Jacksonville, FL 32211

QUOTE # 1102
DATE 05/22/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	900	9.00	8,100.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Supplemental Incentives Package		1	6,400.00	6,400.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$15,500.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Susan Phillips
Chet's Creek Elementary School
13200 Chets Creek Blvd
JACKSONVILLE, FL 32224

QUOTE # 1078
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00

TOTAL **$8,000.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Tim Feagins
Duval - Douglas Anderson
2445 San Diego Rd
Jacksonville, FL 32207

QUOTE # 1100
DATE 05/13/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00
Supplemental Incentives Package		1	4,000.00	4,000.00

TOTAL **$12,000.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Joseph Mckenzie
Fletcher Middle
2000 3rd Street N.
Jacksonville Beach, FL 32250

QUOTE # 1079
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,100	8.00	8,800.00

TOTAL **$8,800.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Michelle Hinkley
Duval - Greenland Pines Elementary
5050 Greenland Road
Jacksonville, FL 32258

QUOTE # 1014
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	500	10.00	5,000.00

TOTAL **$5,000.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date 03/31/2026

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jay Stuckey
James Weldon Johnson Middle
3276 Norman E. Thagard Blvd
JACKSONVILLE, FL 32254

QUOTE # 1080
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$8,000.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Stephanie Brannan
Duval - John Stockton Elementary
4827 CARLISLE RD
JACKSONVILLE, FL 32210

QUOTE # 1013
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	480	10.00	4,800.00

TOTAL **$4,800.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Ryan Casey
Julia Landon College Prep Middle
1819 Thacker Avenue
Jacksonville, FL 32207

QUOTE # 1082
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	800	9.00	7,200.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,200.00**

Accepted By

Accepted Date 05/12/2026

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Christine Akande
Kernan Middle
2271 KERNAN BLVD S
Jacksonville, FL 32246

QUOTE # 1081
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	1,000	8.00	8,000.00

TOTAL **$8,000.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Kimberly Harrison
Duval - Lavilla School of the Arts
501 N Davis Street
Jacksonville, FL 32202

QUOTE # 1086
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	900	9.00	8,100.00
Supplemental Incentives Package		1	6,400.00	6,400.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$14,500.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Leigh Butterfield
Duval - Mandarin Oaks Elementary
10600 HORNETS NEST RD
JACKSONVILLE FL, FL 32257

QUOTE # 1083
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
Juiy 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	400	10.00	4,000.00
Supplemental Incentives Package		0.50	6,000.00	3,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.

TOTAL **$7,000.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Katie O'Connell
Duval - Mayport Elementary
2753 Shangri La Drive
Jacksonville Beach, FL 32233

QUOTE # 1011
DATE 03/31/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	300	10.00	3,000.00
Supplemental Incentives Package		1	2,800.00	2,800.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$5,800.00**

Accepted By

Accepted Date 03/31/2026

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Elizabeth Kavanagh
Duval - NBE
1515 FLORIDA BLVD
NEPTUNE BEACH, FL 32266

QUOTE # 1089
DATE 04/15/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	500	10.00	5,000.00
Bizi Onboarding & Setup	(One Time Fee) Includes onboarding for administrators and, upon request, faculty, along with software configuration. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Supplemental Incentives Package		1	4,000.00	4,000.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$10,000.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
DeLayna Simpson
Duval - Oceanway Elementary
12555 Gillespie Ave
Jacksonville, FL 32218

QUOTE # 1087
DATE 04/14/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	690	10.00	6,900.00
Bizi Onboarding & Setup	Includes onboarding for administrators and, upon request, faculty. Each onboarding session (admin and faculty) may be up to 90 minutes.	1	1,000.00	1,000.00
Supplemental Incentives		1	4,140.00	4,140.00

TOTAL **$12,040.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Jennifer Brown
Duval - San Pablo Elementary
801 18th Ave N.
Jacksonville Beach, FL 32250

QUOTE # 1040
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	500	10.00	5,000.00

TOTAL **$5,000.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Teresa Brown
Southside Estates Elementary
9775 IVEY RD
JACKSONVILLE, FL 32246

QUOTE # 1072
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	820	9.00	7,380.00
Educational Incentives Package		1	5,540.00	5,540.00

TOTAL **$12,920.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
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Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Lori Turner
Thomas Jefferson Elementary
8233 NEVADA ST
JACKSONVILLE, FL 32220

QUOTE # 1074
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Standard Enrollment Rate

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	460	10.00	4,600.00
Educational Incentives Package		1	3,760.00	3,760.00

TOTAL **$8,360.00**

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

Accepted By

Accepted Date

All services are subject to Bizi's Terms of Use and Privacy Policy, available at bizimotivates.com/terms-and-policies. Acceptance of this quote and use of the platform constitutes acceptance of these Terms of Use.

ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Julie Ehrenberg
Duval - Twin Lakes Elementary
8000 POINT MEADOWS DR
JACKSONVILLE, FL 32256

QUOTE # 1041
DATE 04/01/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	800	9.00	7,200.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$7,200.00**

Accepted By

Accepted Date

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ID: c07f741c-4a71-46f8-9799-22b717112bc3

Bizi Inc.
1639 Lorimier Rd
Jacksonville, FL 32207
kate@bizimotivates.com

Quote

ADDRESS
Aurelia Williams
Twin Lakes Academy Middle
8050 Point Meadows Dr
Jacksonville, FL 32256

QUOTE # 1085
DATE 04/10/2026
EXPIRATION DATE 09/30/2026

VENDOR #
40277

SERVICE TERM
July 1, 2026 - June 30, 2027

PRICING REVIEW TYPE
Volume Based Discount

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bizi Software License - Per Student	Includes access to the Bizi platform for use by school administrators, faculty, and students.	900	9.00	8,100.00
Supplemental Incentives Package		0.75	6,400.00	4,800.00

Please make check payable to address above or initiate ACH transfer using Act#202436046841, Routing#09131129, Choice Financial Group.
Bizi is a PBIS solution that reinforces standards-aligned instruction, promotes positive behavior and student engagement, and provides data tools and professional development to support all learners and improve academic outcomes.

TOTAL **$12,900.00**

Accepted By

Accepted Date

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EXHIBIT B

CONTRACTOR'S SERVICE CHARGE METHODOLOGY
shall immediately follow this page.

Educational Incentive List 2026-2027

General Supplies

- ☐ Pencils/Pencil Grips
- ☐ Pens
- ☐ Highlighters
- ☐ Erasers
- ☐ Journals
- ☐ Stickers
- ☐ Notes
- ☐ Reusable Water bottle
- ☐ Headphones/Earbuds
- ☐ Bookmarks
- ☐ Supply Pouches

Art Supplies

- ☐ Ink Stamper/Art Supplies
- ☐ Modeling Clay
- ☐ Art Activity Books
- ☐ Drawing Books/Doodle Boards

Sensory/Fidgets

- ☐ Squishes
- ☐ Fidgets
- ☐ Stress balls
- ☐ Play-Doh/Putty/Sensory Doh
- ☐ Bubbles
- ☐ Glow Sticks

Physical Education/Problem Solving

- ☐ Activity Books
- ☐ Rubiks Cube
- ☐ Jump Rope/Sports Equipment
- ☐ Lego/STEM Kits
- ☐ Puzzles
- ☐ Strategy Games

Duval County Pricing Tiers 26-27

Software Pricing Per Student

0-750 Students - $10

751–999 Students - $9

1,000-1,299 Students - $8

1,300-1,550 Students - $7

1,551 -1,800 Students - $6

1,801 -2,200 Students - $5, $11k cap

EXHIBIT C - COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price)* to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow District to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to District a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to District a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to District a federal drug-free workplace certification form.

8. The Contractor agrees District may terminate the contract at any time for any reason subject to the terms and conditions of the contract (including the notice provisions thereof).

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

DRUG-FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on, or required the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

B. Have not within a three (3) year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph l(B) above of this certification.

D. Have not within a three (3) year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I state that I am the Chief Executive Officer of Bizi, Inc., a Delaware corporation, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer. I hereby attest that:

1. The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

2. Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3. The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4. Bizi, Inc., and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows: NONE

I attest that Bizi, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 07-24-2026

INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers' compensation program of the School Board of Duval County, Florida (the "District"), any primary workers' compensation insurance policy purchased by or on behalf of the District, any excess workers' compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers' compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "employee" as defined under Chapter 440 of the Florida Statutes describing the workers' compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one (1) bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers' compensation coverage or has elected to be exempt from workers' compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 07-24-2026

SPECIAL CONDITIONS

Upon acceptance of this Agreement, the Contracting Party certifies that they meet to the extent applicable and agree to the following provisions:

Fiscal Non-Appropriations Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the Contracting Party of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

Access to Records (34 C.F.R. 80.36(I)(10)): Contracting Party shall give access to the District, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Records Retention: As required by Federal law (34 C.F.R. 80.36(I)(II)) and Florida law (Fla. Stat. 257.36), Contracting Party must retain all records pertaining to this Agreement for five (5) years after the District makes final payments and all other pending matters are closed.

Clean Air Act (34 C.F.R. 80.36(I)(12)): Contracting Party must comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). This applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000.

Energy Efficiency (34 C.F.R. 80.36(I)(13)): Contracting Party must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Suspension and Debarment: In accordance with the United States Office of Management and Budget Circular A-133 regarding procurements contracts equal to or exceeding $25,000, Contracting Party must certify that they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

Equal Employment Opportunity (34 C.F.R. 80.36(I)(3)): Contracting Party must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). This applies to all construction contracts awarded in excess of $10,000 by the District and their contractors or subgrantees.

Copeland "Anti-Kickback" Act (34 C.F.R. 80.36(I)(4)): Contracting Party must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5). This applies to all contract/subgrants for construction or repair.

Davis-Bacon Act (34 C.F.R. 80.36(l)(5)): Contracting Party must comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to construction contracts in excess of $2,000 awarded by the District and subgrantees when required by Federal grant program legislation.

Contract Work Hours & Safety Standards (34 C.F.R. 80.36(I)(6)): Contracting Party must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to all construction contracts awarded by the District and subgrantees in excess of $2,000 and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

Cancellation/Termination (34 C.F.R. 80.36(I)): For all purchases involving Federal funds in excess of $10,000, the District reserves the right to terminate this Agreement for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the District shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages caused by lost profits, inconvenience, or overhead expense to Contracting Party.

Byrd Anti-Lobbying Amendment (Appendix II to 2 C.F.R. 200): For contracts over $100,000, Contracting Party certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or other award under 31 U.S.C. 1352, the Contracting Party shall report and disclose such lobbying activities as required. The Contracting Party shall require that this language be included in the award documents for all subawards at all tiers and that all subrecipients certify and disclose accordingly.

Procurement of Recovered Materials (2 C.F.R. 200.323): A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216): Contracting Party must comply with the requirements of this federal regulation which prohibits the use of loan or grant funds on equipment, services, systems, telecommunications or video surveillance equipment or services which are produced by Huawei Technologies Company, ZTE Corporation, Hytera, Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) or any other entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign county.

Domestic Preferences for Procurements (2 C.F.R. 200.322): Contracting Party should to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me on behalf of the Contactor herein.

BIZI, INC., a Delaware corporation

By: Kate Fulginiti
Kate Fulginiti, Chief Executive Officer

Date: 07-24-2026

EXHIBIT D

INSURANCE REQUIREMENTS

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

1. Workers' Compensation/Employers' Liability. The Contractor will maintain Workers' Compensation and Employers' Liability insurance as required by law to the extent applicable to the Contractor.

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

   a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

      (1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of sexual molestation, sexual abuse, or sexual misconduct.

      (2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of mold, fungus, bacteria, terrorism, silica, asbestos, or lead.

   b. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. Not required due to the nature of goods and services to be provided by the Contractor to the District (i.e., software).

B. **EVIDENCE OF INSURANCE**. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employers' Liability (subject to Section A(l) of this Exhibit) and Commercial General Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. Subject to Section A(l) of this Exhibit, the Certificate of Insurance, or other evidence, shall verify that any legally required Workers' Compensation/Employers' Liability insurance contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS.**

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately

replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. **PRIMARY AND NON-CONTRIBUTORY**. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. **ADDITIONAL REMEDY**. Compliance with the insurance requirements of the Agreement shall not limit the liability of the Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. **DISTRICT APPROVAL**. Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.

EXHIBIT E

CONTRACTOR'S EXECUTED DECEMBER 2023
STANDARD STUDENT DATA PRIVACY
is referenced herein, but not attached.

City Year Data

FAST PM3 24/25 vs. 25/26 Comparison			
ELA, Grade 4 -8			
Metric	Focus List Students	Assessed Students	% Gains (25-26)
Description	Number of 4th and -8th Grade Students on City Year's Focus List	Number of Focus List Students with both 2024-2025 and 2025-20265 PM3 scores	Percentage of Assessed Students making 'gains' on the 2025-26 PM3
Results	412	346	48.3%

FAST PM3 Proficiency: 2025–2026 (Math)				
Metric	Focus List Students	Assessed Students	% Proficient (2024-2025)	% Proficient (2025-2026)
Description	Number of Math students on City Year's Focus List	Focus List students with a PM3 score	Percentage of Assessed Students at Proficiency on the 2024-2025 PM3	Percentage of assessed students at proficiency on the 2025–26 PM3
Results	663	570	43%	49.4% (282 students)

FAST PM3 24/25 vs. 25/26 Comparison			
Math, Grade 4 -8			
Metric	Focus List Students	Assessed Students	% Gains (25-26)
Description	Number of 4th and -8th Grade Students on City Year's Focus List	Number of Focus List Students with both 2024-2025 and 2025-20265 PM3 scores	Percentage of Assessed Students making 'gains' on the 2025-26 PM3
Results	402	364	48.6%

FAST PM3 Proficiency: 2025–2026 (ELA)				
Metric	Focus List Students	Assessed Students	% Proficient (2025-2026)	% Proficient (2025-2026)
Description	Number of ELA students on City Year's Focus List	Focus List students with a PM3 score	Percentage of Assessed Students at Proficiency on the 2024-2025 PM3	Percentage of assessed students at proficiency on the 2025–26 PM3
Results	601	597	22.3%	21.79%

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AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND CITY YEAR, INC.

This Agreement (herein "this Agreement") is dated effective August _____, 2026 by the authorized representatives between The School Board of Duval County, Florida, a body politic and corporate ("District") principally addressed at 1701 Prudential Drive, Jacksonville, Florida, 32207 and City Year, Inc. [FEIN: 22-2882549], a Massachusetts, nonprofit corporation authorized to transact business in Florida ("City Year"), principally addressed at 287 Columbus Avenue, Boston, Massachusetts, 02116. The District and City Year may be referred to singularly as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, District is a local education agency (LEA) that serves the residents of Duval County, Florida.

WHEREAS, City Year is a 501(c)(3) nonprofit organization providing youth development and education support services.

WHEREAS, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites in over twenty-nine (29) locations across the United States, City Year annually recruits, trains, and deploys over three thousand young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation's lowest achieving schools.

WHEREAS, City Year is committed to supporting District's vision to ensure that every student is inspired and prepared for success in college or a career, and life. See ***Appendix F*** for additional detail on City Year's alignment with District's Strategic Plan. City Year's Tier 1 and Tier 2 support model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

WHEREAS, City Year's portfolio of whole school and targeted services enhances the instructional core by supporting students' leadership skill development, supporting quality, data-driven instruction, deepening family and community engagement, and contributing to a culture of empowerment, achievement, and service. AmeriCorps members deliver these activities throughout the school day, from before the first bell through the conclusion of after-school. This provides a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom academic learning and their before-and after-school experiences.

WHEREAS, the partnership between City Year and the District will accelerate student leadership skill development and academic achievement in high need schools, support the District reform efforts and attract new federal and private resources to the community.

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WHEREAS, District is authorized to enter into this Agreement for educational services pursuant to Rule 6A-l.012(1 l)(b), FAC.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Incorporated Exhibits. This Agreement includes exhibits and appendices referenced from ***Exhibits A through B*** and ***Appendices A through G***. As such exhibits and appendices referenced herein are attached and incorporated herein by reference.

3. Term of Agreement. The term of this Agreement commences July 1, 2026 through June 30, 2027. Any renewal of this Agreement requires mutual ratification and signature on the renewal agreement, and the following: (a) appropriation of funds each fiscal year by District and (b) availability of AmeriCorps funds for City Year.

4. Scope of Services. For the Term of this Agreement, City Year shall provide three (3) types of support services to the District. The first is deploying City Year AmeriCorps members to up to ten (10) District schools during academic year. City Year will provide District with a well-trained and diverse corps of young leaders that are identified through a rigorous and highly selective recruitment process, go through a month-long training program prior to entering schools, and receive on-going professional development throughout their term of service to District. See ***Appendix D*** for more detail on City Year's AmeriCorps member training and professional development. District will provide opportunities for City Year's AmeriCorps members and staff to participate in training facilitated by District staff, including but not limited to District's Teacher Academy, etc.

As much as, but not exceeding ten (10) District schools shall be served by City Year AmeriCorps members under this Agreement and will be determined according to mutual agreement between City Year and Duval County Public Schools.

School deployment and team size shall be determined based on school enrollment in grades 3-8 targeting at least the lowest performing quartile of students within each respective school to ensure fidelity to the City Year model. Targeted student groups may vary based on school needs. City Year will work with each partner school's principal and district leadership to serve students where most needed. The deployment outlined in this Agreement is subject to change and contingent on the availability of adequate AmeriCorps funding. In the rare case where an AmeriCorps member exits the program during the school year, City Year will use best efforts to replace the member or make appropriate staffing adjustments so as to ensure uninterrupted service delivery.

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City Year Jacksonville is also positioned to work in conjunction with DCPS middle and high school counselors to help present a comprehensive college and/or career pathway to all students. The Community Partnership Team (CPT) works with middle school counselors to provide career exploration opportunities to students before selecting their high school program of choice. Once in high school, students will continue to interact with the CPT through career focused events, BEACONs and other FAFSA presentations, and other whole school events that allow students to explore the benefits of a variety of paths. Once students reach their senior year, any students interested in pursuing an Acceleration Year with City Year are provided individualized support to complete the application and admission process from our team.

5. Service: Deliverables. City Year will direct AmeriCorps members to provide services consistent with City Year's model. These services will include:

A. AmeriCorps members will provide Tier 1, whole class supports. These activities may include the following: classroom instruction support (enabling differentiated instruction), attendance incentive programming, positive behavior programming, and community engagement with an academic focus.

B. AmeriCorps members will enroll targeted students to receive academic interventions for literacy development, behavior support, and math development.

AmeriCorps members will provide interventions in behavior, literacy, math, and attendance to District students identified for support. The parties acknowledge and agree that the District shall have final authority regarding the time that interventions are provided to students during the school day to ensure the fidelity of implementation of District-wide interventions and remedial support for students.

6. Mutual Planning Efforts. District and City Year agree to continue their collaborative planning efforts to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet District strategic priorities. Through extensive research involving numerous school visits and conversations with high-performing turnaround organizations and education experts, City Year has identified a set of school operating conditions that enable the effective integration of the City Year model into each school's culture and operating structure to achieve maximum impact on student achievement. Review ***Appendix G*** for a complete list of operating conditions.

7. Implementation at the School Site. District and City Year agree to ***schedule in advance***, meet and confer with site administrators at each school to build the school's understanding of the City Year model and these operating conditions, and to develop a comprehensive plan to achieve mutual goals together. City Year will share information about these collaborative conditions with District and District leadership will support City Year's effort in achieving the conditions to the fullest extent possible in coordination with each designated school. In line with the aforementioned collaboration between City Year and the District, City Year agrees to be flexible and to work cooperatively with each principal (or his/her designee) at each school site regarding the use of AmeriCorps members and other provided services in other areas of need

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at the school, to include, without limitation, college readiness programs, for example.

8. Continuous Assessment and Improvement. District and City Year agree to perform continuous assessment and improvement throughout the collaboration term. As part of these efforts, both entities agree, pursuant to the terms of Section 10 hereof, to share with each other student-level data and information as appropriate and necessary for the purposes of evaluation and improving program delivery, and in accordance with applicable federal and state laws, including, but not limited to, the Family Educational Right sand Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). The District represents that City Year is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the District's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents. City Year agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. The District recognizes and agrees that for purposes of all applicable laws, City Year has a legitimate educational interest for purposes of District disclosing to City Year students' education records. See ***Section 11*** for more information on data sharing and use and the Student Data Privacy Agreement (SDPA).

9. Expected Outcomes. With the commitment of City Year to deliver whole school supports and targeted student interventions (as noted in ***Section 4***), and the commitment of District and City Year towards shared planning and ensuring adherence to operating conditions that will maximize the ability of City Year to deliver its service to schools (as noted in ***Sections 5-7***), City Year anticipates that it will be able to achieve the following results:

A. City Year will provide approximately ten (10) hours of targeted support per student per school focused on integrated academic support and leadership skill development, extended learning programming, student engagement and belonging, and school climate and culture building initiatives.

B. City Year will provide interventions in literacy, math, attendance, and leadership skill development to students who fall into the lowest thirty-five percent (35%) of academic achievement and engagement.

C. City Year will enroll 18-20 students per AmeriCorps member, a minimum of 700 students, to receive academic interventions for literacy and/or math development.

D. Seventy percent (70%) of targeted students receiving City Year support will demonstrate gains, as demonstrated through statewide assessments, school/district administered formative or summative assessments, course grades, City Year administered assessments, Average Daily Attendance, or other relevant data.

E. School-wide attendance initiatives and activities that increase individual student and school-wide Average Daily Attendance, for a minimum of 550 students who will improve to a rate of ninety percent (90%) or higher.

F. Regularly occurring school engagement events and initiatives for students and families to increase connection to and active engagement in the school community.

G. In addition to the foregoing, City Year shall implement surveys gathering feedback from partner administrators and teachers on their program satisfaction.

10. AmeriCorps Prohibited Activities. City Year and the District agree that neither party shall direct AmeriCorps members or staff to engage in any actions that violate AmeriCorps prohibited activities. See ***Appendix A*** for more information regarding AmeriCorps prohibited activities. Additionally, the parties agree that AmeriCorps members shall conduct their duties in a manner to ensure public confidence and observe a standard of conduct that will not reflect discredit on the integrity of the District or City Year. The District, in its sole discretion, may require any AmeriCorps member whose conduct does not align with the expected standards of professionalism, to be removed and prohibited from providing services at any District site.

11. Ongoing Partnership Assessment and Data Sharing. The District and City Year agree to assess the state of their partnership on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. As part of this effort, the District shall provide City Year with student- level data as reasonably necessary for the purposes of program implementation and evaluation pursuant to City Year's compliance with the term and conditions of the executed *Standard Student Data Privacy Agreement (SDPA)* dated August, 2024. City Year shall maintain the confidentiality of all student records furnished by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act of 1998 ("COPPA"), and the SDPA. **See *Appendix B* annexed with the *SDPA* (incorporated herein by this reference).**

12. Responsibilities of City Year. City Year shall implement the City Year model in partnership with the guidance and staff of the District to address the needs of students. The model is designed to leverage City Year 's unique assets - its AmeriCorps members - who serve as "near peer" tutors, mentors and performance coaches to students. See ***Appendix B*** for more details on City Year's model.

A robust, local City Year leadership team will oversee all aspects of service provided to the District. This team is organized to streamline City Year's communications with the District and school partners and to manage daily service delivery and the timely fulfillment of the partnership's performance targets at both the District and school level. These teams include Impact Managers who oversee AmeriCorps member teams and an Impact Director based out of the local City Year office to manage and develop the overall collaboration with the District personnel. See ***Appendix C*** for more details on City Year's staffing structure.

City Year shall provide the District with a well-trained and diverse AmeriCorps of young leaders to support the District through a rigorous and highly selective recruitment process, a training practicum prior to entering schools, and ongoing professional development throughout their term of service to the District. See ***Appendix D*** for more details on City Year's AmeriCorps member training and professional development.

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13. Responsibilities of the School Site. City Year and the District agree to meet and confer with site administrators at each school to build the school's understanding of the City Year model, to develop a comprehensive plan to achieve mutual goals together, and to achieve maximum impact on academic achievement and leadership skill development.

14. Extended Leaming and Afterschool Program Activities ("Afterschool Program"). A "Support Committee" shall be formed consisting of members from both the District and City Year in order to foster communication between the District and City Year that will help design, support and enhance the Afterschool Program. The District agrees to provide to City Year for each child participating in the Afterschool Program, a waiver signed by the parent or guardian of such child authorizing the child to participate in the Afterschool Program, releasing and agreeing to hold harmless City Year from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the Afterschool Program, and certifying that the child is in normal health, and is capable of participating safely in the Afterschool Program. The District agrees to designate school personnel who will be available and on the premises at the start of the Afterschool Program each day until it concludes.

15. Corporate Support. As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (1) providing financial support to City Year and/or the school/District, (2) sharing information about and access to corporate community service and engagement programs, and (3) engaging employee volunteers to supplement the service of AmeriCorps members in schools. Corporate partners will be subject to all District policies. See ***Appendix E*** for more details on the support corporate partners provide to City Year.

16. Payment Obligations of District. For the 2026-2027 fiscal year, in exchange for all services provided by City Year (pursuant to Sections 4 and 5 above), District will compensate (pay) City Year the aggregate indebted, not to exceed amount of ***One Million, Two Hundred Fifty, Thousand 00/100 Dollars ($1,250,000.00)***. Payment will be made in ten (10) monthly invoices at ***One Hundred Twenty-Five Thousand 00/100 Dollars ($125,000.00)*** each with the first invoice being due September 15, 2026 for services rendered in August, and each subsequent invoice being due the 15th day of the month for the services provided in the prior monthly reporting period, and the tenth and final invoice being due June 15, 2027. No other or additional amounts will be due from or owed by District shall issue payment in accordance with Sections 218.70, et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice from City Year (including the provision of each monthly report summarizing the services provided as described below), inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

City Year shall collect and report to District data relating to the services, including without limitation, attendance rosters of active and inactive student participants in the program for each month, which monthly reports shall be delivered monthly to the District with each monthly invoice. The District shall provide to City Year the format to be utilized for such monthly report. City Year understands and agrees that it shall provide monthly reports to the District, and monthly invoices to the District, which are separate from any interim reports described in ***Appendix B***.

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17. Termination. This Agreement shall terminate upon any one of the following events:

A. Upon expiration of the Term pursuant to Section 3 herein;

B. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement);

C. District not taking action to renew the Agreement and appropriate funds for a subsequent fiscal year; or

D. If a party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within thirty (30) days of the delivery of such notice.

E. Each party reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' written notice to the other party. If said Agreement should be terminated for convenience as provided herein, the parties will be relieved of all obligations under said Agreement; provided, however, the District will be required to pay that amount of the Agreement actually performed to the date of termination.

F. Occurrence of "Funding Out" provisions set forth in Section 20 hereafter.

G. Written notice of termination as a result of an Event of Force Majeure if applicable pursuant to the provisions of Section 41 below.

18. Mutual Indemnity. City Year agrees to indemnify and hold harmless District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's negligence, errors or omissions or intentional wrongs.

Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless City Year from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this agreement. In no event will the District's liability under this provision exceed the sum of $200,000 per person or $300,000 per occurrence. City Year agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of City Year and/or sub-contractors arising out of or in connection with the provisions of this Agreement.

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19. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28, F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self- insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall ensure that City Year receives immediate notification of reduction in or cancellation of coverage. In no event will the District's tort liability exceed the sum of $200,000 per person or $300,000 per occurrence. City Year agrees to maintain insurance coverage according to the types and levels of insurance set forth in ***Exhibit A*** attached hereto and incorporated herein by this reference.

20. Funding Out. Each payment obligation of District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by District at the end of the period for which funds are available. District shall notify City Year at the earliest possible time before such termination. No penalty shall accrue to District in the event this provision is exercised, and District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

21. Governing Law/Venue/Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

22. Sovereign Immunity. Except as otherwise provided by Florida Law, neither the execution of this Agreement by District nor any other conduct, action or inaction of any District representative relating to the Agreement is a waiver of sovereign immunity by District.

23. Independent Contractor. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

24. Subcontractors. If City Year is permitted to subcontract any of the work set forth in this Agreement as deemed appropriate under this Agreement, e.g., AmeriCorp members, City Year shall ensure that each subcontractor complies with all provisions of this Agreement. City Year will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

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25. No Third-Party Beneficiary. This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

26. Entire Agreement. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

27. Amendments. No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed with the same formality as this Agreement by both Parties.

28. Florida's Public Records Laws (Pursuant to F.S. §119.0701). This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. City Year understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, City Year agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if City Year does not transfer the records to the District.

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

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IF CITY YEAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY YEAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE PRR@DUVALSCHOOLS.ORG; PHONE NUMBER (904) 390 2407.

29. Non-Discrimination. City Year represents and warrants to the District that City Year does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with City Year's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. City Year further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

30. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable , there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

31. Assignment. Neither the Agreement, nor any portion thereof maybe assigned by City Year, in whole or in part, without the prior written consent of District.

32. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

33. Jessica Lunsford Act. All District and City Year employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (which manner is required by section 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at City Year's expense. City Year shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

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34. Publicity. City Year shall not use District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving District's prior written approval.

35. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. City Year warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for City Year, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for City Year, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. City Year further warrants that it, nor any of its directors, employees, officers or agents, nor any of City Year's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

36. Disclosure of Employment of Former District Employees. All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in City Year's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with District, and the dates the employee held those positions. By its signature of the Agreement, City Year certifies to District that there are no names to disclose to District pursuant to this section.

37. Electronic, Facsimile and Scanned Signatures. This Agreement may be signed via counterpart, electronically, facsimile or scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

38. No Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

39. Notices: Contract Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to City Year:
City Year, Inc.
Attn: George Chu, CFO
287 Columbus Avenue
Boston, MA 02116
Phone: (617) 927-2500

With copy to:
City Year Jacksonville
Attn: Dawn Emerick, Senior VP & Ex. Director
40 E. Adams Street, Suite LL 15
Jacksonville, FL 32202
Phone: (904) 423-2101

If to District:
The School Board of Duval County
1701 Prudential Drive
Jacksonville, FL 32207
Phone: (904) 390-2115
Attn: Christopher Bernier, Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive, Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and City Year as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by City Year as part of the services.

For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools
Attn: Dr. Anna DeWese, Executive Director, Student Discipline & Support Services
1701 Prudential Drive
Jacksonville, FL 32207
Phone: (904) 390-2115

For purposes of City Year's designee for day-to-day activities, City Year's Administrator shall be:

City Year Jacksonville
Attn: Dawn Emerick, Senior Vice President & Executive Director
40 E. Adams Street, Suite LL 15
Jacksonville, FL 32202
Phone: (904) 423-2101

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40. Required Forms. District is using federal funds for its payment pursuant to the Agreement; accordingly, City Year shall execute and deliver to District, concurrent with its signature of the Agreement the following forms attached hereto as composite ***Exhibit B***, and all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (d) Non-Collusion Affidavit; (e) Independent Contractor-Workers' Compensation Acknowledgement, and (f) Special Conditions for Federal Compensation.

41. Force Majeure. If a party (the "affected party") wishes to be excused from its performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall, subject to the Notice provisions of Section 39 above, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, send written notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other party informed until such time as, in its reasonable judgment, it is able to perform its obligations. Neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date. Neither party shall be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees. For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of District and/or City Year, which prevents such party from complying with any of its obligations under this Agreement, including but not limited to:

A. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, pandemics, and floods);

B. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;

C. Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

D. Physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;

E. Riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or

F. Acts or threats of terrorism.

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Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of ninety (90) days, either District or City Year may deliver to the other party a written notice of termination in accordance with Sections 17 and 41 above.

IN WITNESS WHEREOF, the District and Contractor hereto have caused to be executed this Agreement by their respective duly authorized representatives to be effective as of **the date stated within the preamble herein**.

CITY YEAR, INC.

DocuSigned by:
By: George Chu
D3208728E9CC46D...
Name: George Chu, Chief Financial Officer
Date: July ____, 2026 7/7/2026

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

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APPENDIX A: AmeriCorps List of Various Non-Allowable Activities

Prohibited Activities *(see* 45 CFR § 2520.65):

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
   a. A business organized for profit;
   b. A labor union;
   c. A partisan political organization;
   d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

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Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on the initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

Non-duplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the Non-displacement requirements are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Non-displacement.

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that -
   a. Will supplant the hiring of employed workers; or
   b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
   a. Presently employed worker;
   b. Employee who recently resigned or was discharged;
   c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   e. Employee who is on strike or who is being locked out.

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APPENDIX B: City Year Model

Tier 1 and Tier 2 Support

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three "off-track" early warning indicators (EWIs) that predict success in school - poor attendance, unsatisfactory behavior, and course, failure in math or English. Students in high poverty environments whose performance is off-track in even just one of these indicators between the 6th and 9th grade typically have less than a 25% chance of graduating from high school. It is for this reason that we work primarily with students in grades 3-9 and focus on prevention, growth, and recovery.

City Year supports the efforts of school districts to turn around their lowest achieving schools by providing whole-school and targeted supports to ensure students stay in school and on track to graduate. To address the needs of students in high poverty schools, City Year utilizes research-based programming, the centerpiece of which is a holistic school partnership model.

This model is designed to leverage City Year's unique assets - its AmeriCorps members - who serve as "near peer" tutors, mentors, role models, and coaches to students. City Year AmeriCorps members bring many positive attributes to their schools, including:

- A critical mass of human capital to help address the academic and leadership skill development needs of students who need additional support in the grades we serve
- A full-time school presence of highly organized, supervised, and trained young adults, four days a week
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide responses to student needs

City Year Tier 1 and Tier 2 services are guided by a rigorous data collection and review process that is used in partnership with school staff to regularly monitor individual student performance and to tailor the types and intensity of supports needed. City Year reviews student-level data and works with school leadership to identify students who are off-track in one or more of the EWIs. This process of data-informed intervention, based on an early warning monitoring system, allows City Year to deliver the right support to the right students at the right time. These supports include:

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Leadership Skill Development: AmeriCorps members coach students in developing leadership skills through instruction and near-peer coaching and goal setting.
- Course Performance in math and English: AmeriCorps members tutor students one-on - one and in small groups, implementing intervention strategies in foundational skills that supplement the schools' curricula in order to increase student academic performance. AmeriCorps members also support whole class instruction and lead out-of-class activities that complement classroom learning and help put students on a path towards high school graduation.

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Services

AmeriCorps members and school partners use EWI data to identify which students need what types of intervention and when. City Year staff collaborates with school staff to employ a Response to Intervention (RTI) approach, a research-based strategy that allows educators to identify and monitor students who are off-track or falling off-track and make real-time adjustments to interventions. The RTI framework is divided into tiers of direct student support, enabling City Year to tailor the type and intensity of its interventions based on student need. City Year provides both Tier 1 school-wide supports and Tier 2 targeted interventions for students in need of extra support, but who do not qualify for special education. The figure below provides an example of how City Year services can be tailored in a particular school to support the growth of all students, while targeting the individual needs of students who require additional support. In all cases , AmeriCorps members strive to forge positive relationships with all students.

	Attendance	Behavior	Course Performance	Afterschool
All Students (Tier 1)	• Morning greeting/before-school activities • Attendance incentive and recognition programming • Student and community engagement	• Classroom and behavior support	• Classroom instruction support (enabling differentiated instruction) • Academic-focused community engagement (e.g. Family Reading Night)	**Homework Assistance** Provide homework assistance, which includes providing general academic support and coaching, for a consistent group of students after school. **Enrichment Programming** Develop engaging activities for students after school, including enrichment and service. This may include arts, STEM, music, or recreation. **Community Service** Projects: Lead City Year's extended learning/ after school program that explores our community and challenges learners to lead meaningful service activities that benefit their school and broader community.
Targeted Students (Tier 2)	• Attendance monitoring (phone calls home) • Attendance coaching • Ongoing assessment and monitoring	• Behavior coaching • Leadership skill development activities • Ongoing instruction, assessment, and monitoring	• One-on-one tutoring • Small-group tutoring • Homework support before school and during afterschool programming • Ongoing assessment and monitoring	

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AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are those who need additional support. In City Year sites that support afterschool programming, this aspect of the City Year model:

- Increases the relevance of extended learning time to best meet the individual needs of students
- Deliberately links in-school learning and afterschool engagement opportunities.
- Increases community service and character/leadership skill development opportunities that are linked to classroom learning

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APPENDIX C: City Year Staffing and Leadership

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year's communications with district and school partners, and to manage daily service delivery and the timely fulfillment of the partnership's performance targets at both the district and school level. Key City Year team members include:

City Year Executive Director: Serves as the primary leader and strategist for the site. The Executive Director is responsible for the site's delivery, and its performance and success in achieving its potential for impact, sustainability, and scale. **Managing/Impact Director:** Manages and develops the overall service partnership and oversees City Year 's day-to-day program implementation, evaluation, and documentation of efforts. The Impact Director also coordinates with City Year field staff and individual schools to ensure that school-level performance targets are being met.	***Primary Liaisons to the School District***
Impact Managers: Serve as the primary liaisons with each school principal and oversee the daily execution of services at the school site. The Impact Managers will also be responsible for the preparation, ongoing management , and professional development of the AmeriCorps member teams to ensure that the impact of AmeriCorps members is maximized to provide the best student outcomes.	***Primary Liaison to Each School Partner***
Senior AmeriCorps Members: A senior AmeriCorps member (Service Leader or Second Year AmeriCorps Member) have experience and have demonstrated leadership to lead the team of AmeriCorps Members throughout their daily student support services. **The national City Year network:** Performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. All City Year teams will be supported by a national network of City Year staff and AmeriCorps members working in over 300 schools, who share best practices on regular basis.	***Other Partnership Support Staff***

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APPENDIX D: AmeriCorps Member Training and On-Going Professional Development

City Year uses a research-based experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. AmeriCorps members are trained by City Year staff, school staff, district professional development partners, and external experts: These trainings start before the beginning of the school year and continue throughout the year. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).

July: National Staff Training
August: Two Week Basic Training Academy with Integrated District/School Practicum
September - January: Ongoing Professional Development
February: Three Day Advanced Training Academy
February - June: Ongoing Professional Development

Training topics include:

- Youth development and learning theory
- Literacy and math content, support, and intervention strategies aligned to district curriculum and priorities
- Attendance and behavioral support, and intervention strategies aligned to district priorities and programs
- Ongoing data management and analysis
- Understanding the Response to Intervention (RTI) model and early warning indicator system
- Student safety, codes of conduct, and student data security
- Building a culture of achievement in the classroom and throughout the school community
- Leveraging relationships with youth to boost achievement
- Family engagement
- Partnering with teachers, instructional coaches, and administrators
- Developing positive, supportive relationships with youth to boost achievement
- AmeriCorps members' civic leadership skill development

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APPENDIX E: Corporate Support for City Year

City Year partners with district leaders, school leaders, and teachers to provide students in low performing, high needs schools with the support they need to succeed. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

Corporate partners can provide support to City Year and its partner schools in three possible ways. First, they may provide financial support that makes it possible for City Year to provide its services at a reduced cost to schools. Second, corporate partners may operate their own community service and engagement programs that could benefit schools, students, and parents. Third, employees from corporate partners may be available to serve as school volunteers who can supplement the service of City Year AmeriCorps members at your schools.

Corporate partners will be subject to all relevant District and school policies. Subject to this condition, the District agrees to allow City Year to work with corporate partners to supplement its work under this Agreement.

Use of corporate volunteers to supplement City Year service
In conjunction with our AmeriCorps members, corporate volunteers are able to supplement a variety of Tier I attendance supports in your school, including joining in morning greetings, participating in attendance recognition programs, and leading community engagement events such as career fair nights. Volunteers can also supplement City Year's after-school programming, assist students with homework, provide students with additional tutoring and mentoring, and speak to students about career and professional paths.

Benefits of having corporate volunteers work with City Year in your schools include:

- Additional hands-on support for a greater number of underserved students who are in need of academic tutoring and extracurricular enrichment opportunities
- Help to broaden the horizon of our students by connecting them to careers and professionals that exist in their community and surrounding neighborhoods
- Connection to corporate partners and their employees who want to support schools and participate in meaningful, activities

Corporate partners who serve as school volunteers will be subject to all District and school requirements regarding the activities of volunteers in schools.

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APPENDIX F: Alignment with District's Strategic Plan

- **Develop Great Educators and Leaders (Goal 1)**. City Year increases teacher effectiveness by supporting differentiation of instruction during the school day and reinforcing learning through extended day or before and after-school programs. City Year AmeriCorps members work collaboratively with teachers to identify ways to best support students. Additionally, City Year is building a pipeline of diverse, talented teachers. Thirty percent of graduating City Year AmeriCorps members are interested in a career as a teacher or school administrator. City Year has worked to design a pathway for AmeriCorps members to work in education, particularly as teachers in urban classrooms. AmeriCorps members across the country have already demonstrated that they are strong teacher candidates.

- **Engage Parents, Caregivers, & Community (Goal 2).** AmeriCorps members help schools to engage families in their student's learning by making calls home when a student is absent, calling family members to report significant student achievements, and organizing special events for family members and the community, such as literacy fairs.

- **Develop the Whole Child (Goal 4).** City Year AmeriCorps members serve in schools throughout the school day, collaborating with teachers and school leaders to provide additional support for students who are struggling.

  Over the course of the entire school day (including before-school, lunch, recess and after-school programs), AmeriCorps members provide these students with research-based literacy and mathematics interventions designed to help students improve their academic performance. AmeriCorps members receive training on the school's English and math curricula and instructional strategies, to equip them to personalize learning for the students most in need of individualized attention to meet college- and career-ready standards.

  City Year also focuses on creating a strong positive culture within schools. Enrichment activities, near-peer mentoring, and positive behavior support programs promote greater student engagement in school and support a healthy school climate that is conducive to learning. City Year AmeriCorps members lead school-wide events, provide community service opportunities, greet students every morning, and organize events to recognize students for their growth and achievement. AmeriCorps members also promote leadership skill development through coaching, helping students develop the academic behaviors that are likely to lead to student success. These efforts help develop a culture of respect within the school, resulting in fewer conflicts between students, and increased focus and readiness. In a field study of City Year behavior, climate, and culture activities, students reported that they were more likely to be respectful of others, even when they do not agree with them, and were more often getting along with people their own age.

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APPENDIX G: Conditions for Success

Through extensive research involving numerous school visits and conversations with high-performing turnaround organizations and education experts, City Year has identified a set of school operating conditions that enable the effective integration of the City Year model into each school's culture and operating structure to achieve maximum impact on student achievement. The following operating conditions maximize the impact of City Year's model:

1. A **School Mindset & Culture** in which administrators, faculty, and staff have a positive attitude toward the success of their students. AmeriCorps members work with school leadership to understand and advance the school culture.

2. A **Data-informed Tiered Interveution Strategy** to formally identify and track progress of focus list students based on early warning indicator data (attendance, behavior, and course performance in literacy/ELA and math). AmeriCorps members, teachers, and student support staff discuss data to identify students in need of moderate (tier 2) and intensive (tier 3) supports.

3. A school organization that **groups students into cohorts** that travel together throughout the day with teacher teams that can monitor progress across disciplines. AmeriCorps members are leveraged to follow one cohort of students through ELA and math courses and each AmeriCorps member has a focus list of students in that cohort to provide Tier 2 support.

4. A **Master Schedule** that allows for double-dosing for students who are behind in math and ELA, and common planning time for teacher teams and AmeriCorps members.

5. An **Attendance Program** with defined policies, incentives for attending, and data-informed interventions for chronic absenteeism. AmeriCorps members are leveraged to support school-wide attendance initiatives and the consistent attendance of the students on their focus list.

6. A **Behavior Approach and Disciplinary System** that uses data to identify students in need of commendation for positive behavior or intervention for poor behavior. AmeriCorps members have a defined role as positive behavior coaches to support the school-wide system.

7. A **Family Engagement Program** that recognizes and engages parents as important partners in their child's education and welcomes them into the school. AmeriCorps members add capacity to existing efforts and initiate additional engagement opportunities, with specific attention to the families of students on their focus lists.

8. **Extended Learning Time** is available for students before school, after school and/or extended learning periods during the school day to engage students in enrichment activities, tutoring, or other structured learning programs. AmeriCorps members can support the existing program structure and implement standard City Year offerings (e.g., service learning, enrichment clubs, targeted tutoring, and homework assistance).

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9. An **Instructional Program** with a consistent curriculum, learning goals, and instructional pedagogy across the school. AmeriCorps members trained in curricula and accompanying intervention strategies coordinate with teachers to support instructional practice.

10. A full-time team of **Core Content Specialists** that work closely with teachers to enhance content delivery, coordinate and evaluate intervention strategies, and advise on differentiating instruction in classrooms. These core content specialists provide training and support to AmeriCorps members for targeted interventions and classroom support.

11. **Training and Professional Development** that is provided to all staff and AmeriCorps members (when appropriate) on the school's instructional philosophy, data use and management, school culture programs, community and family involvement, and school-specific issues.

12. A team of **Student Support Specialists** that provides sufficient support to all students in need of tier 2 or tier 3 support. AmeriCorps members meet regularly with the student support team to co-construct and monitor progress of City Year's tier 2 interventions and tier 1 support.

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EXHIBIT A - INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Without limiting any of the other obligations or liabilities of City Year (herein, the "Contractor"), the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District (herein, the "District") and shall be maintained in force throughout the term of the Agreement.

1. Workers' Compensation/Employers Liability: The Workers' Compensation and Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

   a. The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida (herein, the "State") by the National Council on Compensation Insurance(NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03 or the equivalent), those which are required by the State, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

   b. The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13 or the equivalent) with the District, and its members, officials, officers and employees scheduled thereon.

   c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

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d. The Contractors may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01 or the equivalent) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

(1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse, or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, bacteria, terrorism, silica, asbestos, or lead.

b. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10 or the equivalent) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any

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deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 0001 or the equivalent) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

b. The District and the District's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48 or the equivalent) endorsement.

c. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy)shall not be less than:

$1,000,000 Each Occurrence	Bodily Injury & Property Damage Combined

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, and Business Auto Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s)providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less

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than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

   a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

   b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the

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insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. Primary and Non-Contributory. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. Additional Remedy. Compliance with the insurance requirements of the Agreement shall not limit the liability of the, Contractor or its Subcontractors or Sub- subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. District Approval: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.

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EXHIBIT B

REQUIRED FORMS

The purpose of this document is to assure compliance by the Contractor *(defined* as *any individual or company who agrees to provide materials or services at* a *specified price)* to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (District) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of at least seven (7) years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow District to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to District a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to District a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to District a federal drug-free workplace certification form.

8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CITY YEAR, INC.

DocuSigned by:
By: George Chu
D3208728E9CC46D...
George Chu, Chief Financial Officer

Date: 7/7/2026

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DRUG-FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.87.

CITY YEAR, INC.

DocuSigned by:
By: George Chu
D3208728E9CC46D...
George Chu, Chief Financial Officer

Date: 7/7/2026

Docusign Envelope ID: 8A7888D2-1C6E-8A98-835F-9706BCAF6062

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three (3) year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph l(B) above of this certification.

   D. Have not within a three (3) year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

CITY YEAR, INC.

DocuSigned by:

By: George Chu
D3208728E9CC46D...

George Chu, Chief Financial Officer

Date: 7/7/2026

Docusign Envelope ID: 8A7888D2-1C6E-8A98-835F-9706BCAF6062

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

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NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I state that I am the Chief Financial Officer of City Year, Inc., a Massachusetts corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer. I hereby attest that:

1. The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

2. Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent , nor were they disclosed prior to opening of offers.

3. The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4. City Year, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction , involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows: _____

_____

I attest that City Year, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

CITY YEAR, INC.

DocuSigned by:
By: George Chu
D3208728E9CG46D...
George Chu, Chief Financial Officer

Date: 7/7/2026

Docusign Envelope ID: 8A7888D2-1C6E-8A98-835F-9706BCAF6062

INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers' compensation program of the School Board of Duval County, Florida (the "District"), any primary workers' compensation insurance policy purchased by or on behalf of the District, any excess workers' compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers' compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "employee" as defined under Chapter 440 of the Florida Statutes describing the workers' compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one (1) bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive- bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers' compensation coverage or has elected to be exempt from workers' compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

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10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

CITY YEAR, INC.

DocuSigned by:
By: George Chu
D3208728E9CC46D...
George Chu, Chief Financial Officer

Date: 7/7/2026

Docusign Envelope ID: 8A7888D2-1C6E-8A98-835F-9706BCAF6062

SPECIAL CONDITIONS FOR FEDERAL COMPENSATION

Upon acceptance of this Agreement, the Contracting Party certifies that they meet *to the extent applicable* and agree to the following provisions:

Fiscal Non-Appropriations Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the Contracting Party of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

Access to Records (34 C.F.R. 80.36(I)(10)): Contracting Party shall give access to the District, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Records Retention: As required by Federal law (34 C.F.R. 80.36(l)(Il)) and Florida law (Fla. Stat. 257.36), Contracting Party must retain all records pertaining to this Agreement for five (5) years after the District makes final payments and all other pending matters are closed.

Clean Air Act (34 C.F.R. 80.36(I)(12)): Contracting Party must comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Ac (42 U.S.C. 11857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). This applies to contract, subcontracts, and sub-grants of amounts in excess of $100,000.

Energy Efficiency (34 C.F.R. 80.36(I)(13)): Contracting Party must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Suspension and Debarment: In accordance with the United States Office of Management and Budget Circular A-133 regarding procurements contracts equal to or exceeding $25,000, Contracting Party must certify that they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

Equal Employment Opportunity (34 C.F.R. 80.36(I)(3)): Contracting Party must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). This applies to all construction contracts awarded in excess of $10,000 by the District and their contractors or sub-grantees.

Copeland "Auti-Kickback" Act (34 C.F.R. 80.36(I)(4)): Contracting Party must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5). This applies to all contract/sub-grants for construction or repair.

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Davis-Bacon Act (34 C.F.R. 80.36(I)(5)): Contracting Party must comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to construction contracts in excess of
$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.

Contract Work Hours & Safety Standards (34 C.F.R. 80.36(I)(6)): Contracting Party must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). This applies to all construction contracts awarded by the District and sub-grantees in excess of
$2,000 and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

Cancellation/Termination (34 C.F.R. 80.36(I)): For all purchases involving Federal funds in excess of $10,000, the District reserves the right to terminate this Agreement for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the District shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages caused by lost profits, inconvenience, or overhead expense to Contracting Party.

Byrd Anti-Lobbying Amendment (Appendix II to 2 C.F.R. 200): For contracts over $100,000, Contracting Party certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or other award under 31 U.S.C. 1352, the Contracting Party shall report and disclose such lobbying activities as required. The Contracting Party shall require that this language be included in the award documents for all subawards at all tiers and that all subrecipients certify and disclose accordingly.

Procurement of Recovered Materials (2 C.F.R. 200.323): A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waster Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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Prohibition ou Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216): Contracting Party must comply with the requirements of this federal regulation which prohibits the use of loan or grant funds on equipment, services, systems, telecommunications or video surveillance equipment or services which are produced by Huawei Technologies Company, ZTE Corporation, Hytera, Communications Corporation, Huangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) or any other entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign county.

Domestic Preferences for Procurements (2 C.F.R. 200.322): Contracting Party should to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me on behalf of the Contactor herein.

CITY YEAR, INC.

DocuSigned by:

By: George Chu
D3208728E9CC46D...

George Chu, Chief Financial Officer

Date: 7/7/2026

ADMINISTRATIVE/INSTRUCTIONAL

ADMINISTRATOR APPOINTMENTS AND PROMOTIONS

EMPLOYEE	FROM	TO	EFFECTIVE DATE
Allen, Michael	School Safety Officer	Supervisor, School Police (Lieutenant)	08/10/26
Bell, Zachary	Applicant	Supervisor, Afterschool Programs (5000 Role Models)	08/10/26
Bhatti, Randi	Applicant	Supervisor, Federal Programs	08/05/26
Carey, Lisa	Applicant	Coordinator, Public Information & Records	08/10/26
Castillo, Alissa	Director, FSRBC Consortium	Executive Director, FSRBC Consortium	08/05/26
Eleuteri, Randy	Applicant	Supervisor (PT), School Police	08/10/26
Fierle, Jill	Director, Career & Technical Education	Executive Director, Educational Pathways	08/05/26
Gilbertson, Oksana	Applicant	Assistant Principal, Beauclerc Elem	08/05/26
Kuhl, Guy	Supervisor, Maintenance	Director, Plant Services	08/05/26
Manabat, Stephanie	Executive Director, Elementary Region 1	Regional Superintendent, Elementary Region 1	08/05/26
Moore, Jeff	Applicant	Supervisor (PT), School Police	08/10/26
Norris, Christin	Teacher, Atlantic Coast High	Assistant Principal, Fletcher High	08/10/26
Simon, Marianne	Regional Superintendent, Elementary Region 1	Assistant Superintendent, Accountability & Assessment	08/05/26
Smith, Michael	Assistant Principal, Jean Ribault High	Principal, Baldwin Middle Senior High	08/03/26
Smith, Sekou	Specialist, Professional Standards, ADA, & Title IX	Assistant Principal, Westside High	08/10/26
Smith, Tametra	Specialist, GEAR UP	Assistant Principal, Duval Virtual Instruction Academy	08/10/26
Stolte, Joy	Supervisor, Grounds Crew	Director, Landscape Operations	08/05/26
Van Dyke, Cindy	School Librarian, Jean Ribault Middle	Assistant Principal, Jean Ribault Middle	08/10/26
Wright, Tysheena	Applicant	Coordinator, Video Communications	08/17/26

ADMINISTRATOR REASSIGNMENTS

EMPLOYEE	FROM	TO	EFFECTIVE DATE
Archon, Kristin	Assistant Principal, Duncan U Fletcher High	Assistant Principal, Marine Science Center	07/27/26
Daniels, Evan	Director, GEAR UP	Director, Charter Schools	08/10/26
McSwain, Cyteria	Assistant Principal, Duval Virtual Instruction Academy	Assistant Principal, Westview K-8	07/31/26

APPOINTMENTS – TEACHERS (Rehires)

EMPLOYEE	ORG UNIT	EFFECTIVE DATE
Tucker, Doris	Riverside High	07/01/26
Tyler, Marissa	Sandalwood High	07/06/26

APPOINTMENTS – TEACHERS (New Hires)

EMPLOYEE	ORG UNIT	EFFECTIVE DATE
Scales, Ricardo	Jean Ribault High	07/06/26

APPOINTMENTS – ATHLETIC COACHES (Part-time 25 hours or Less)

EMPLOYEE	ORG UNIT	EFFECTIVE DATE
Carson, Carlos	Lake Shore Middle	07/08/26
Hamel, William	Atlantic Coast High	06/30/26
Prescod, Philip	Andrew Jackson High	07/02/26
Ryan, Christian	Mandarin High	07/02/26
Washington, Johnny	Andrew Jackson High	07/09/26

APPOINTMENTS - TEACHERS (Part-time 25 hours or Less)

EMPLOYEE	ORG UNIT	EFFECTIVE DATE
Alston, Lara	Psychological Services	08/03/26
Blake, Tonya	Data and Assessment	08/03/26
Lenz, Caroline	Psychological Services	08/03/26
Mathews, Veronica	Psychological Services	08/03/26
Mitchell, Sharon	Data and Assessment	08/03/26
Reed, Sarah	Psychological Services	08/03/26

APPOINTMENTS – Returning From Leave

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATE
Arrington, Denitra	EE/SS Region 2	Social Worker	07/01/26
Bruning Jackson, Pamela	School Improvement	Coordinator	07/15/26
Cunningham, Jayla	Mandarin High	Teacher	07/07/26
Durham, Teneshia	Chimney Lakes Elem	School Counselor	06/22/26
Riedel, Yamilette	Dinsmore Elem	Teacher	07/07/26

APPOINTMENTS – Specialists / Psychologists / Social Workers

EMPLOYEE	ORG UNIT	EFFECTIVE DATE
Abrams, Nekia	CTE	07/13/26
Amick, Grace	Psychological Services	08/03/26
Armstrong, Kimberly	Psychological Services	07/01/26
Beasley, Mikerra	Office of Math	07/13/26
Bradley, Sharon	Office of Reading	07/13/26
Driver, Suanne	CTE	07/13/26
Duva, Jessica	Data and Assessment	07/13/26
Gamble, Jenny	Psychological Services	07/01/26
Gregory, Pauline	Psychological Services	07/01/26
Howard, Denise	EE/SS Early Childhood	07/13/26
Jackson, Lynelle	Psychological Services	07/01/26
Johnson, Ashley	Office of Math	07/06/26
Leu, Shawna	Office of Reading	07/13/26
Menendez, Ellen	Full-Service Schools	07/27/26
Pollard, Orla	Psychological Services	07/01/26
Sherwood, Shannon	Psychological Services	08/03/26
Smith, Vanessa	Full-Service Schools	07/27/26
Weertz, Andrea	Office of Reading	07/13/26
Whitney, Karyn	EE/SS	07/13/26
Winters, Amy	Psychological Services	07/01/26

DECEASED

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATES
Smith, Caleb	A Robinson Elem	Teacher	06/15/26

RETIREMENTS

EMPLOYEE	ORG UNIT	POSITION	TYPE	EFFECTIVE DATE
Bahari, Marilynn	Full Service Schools	Social Worker	DROP	07/07/26

Bauer, Patricia	Employee Support	Supervisor	Normal	07/09/26
Browning, Janis	Data & Assessment	Specialist	DROP	07/01/26
Bryan, Gary	School Choice	Specialist	DROP	07/01/26
Bushnell, Lisa	Business Staff	Supervisor	DROP	07/01/26
Cooper, Dewitt	A Philip Randolph Tech	Teacher	DROP	07/02/26
Dennard, Danyelle	Edward White High	Teacher	Early	07/01/26
Fulgham, Ruth	Internal Auditing	Specialist	DROP	07/01/26
Lappen, Vicki	Mandarin Oaks Elem	Teacher	DROP	07/01/26
Murphy, Deramon	Full Service Schools	Social Worker	DROP	07/08/26
Prevatt, Linda	School Choice	Coordinator	Normal	07/01/26
Rivera, Lisa	School Media Support	Supervisor	DROP	07/02/26
Sharpe, Fay	Chimney Lakes Elem	Teacher	DROP	07/01/26
Simon, Patrick	Westview K-8	Assistant Principal	DROP	07/01/26
Stephens-Smith, Andrinne	EE/SS Administration	Specialist	DROP	07/01/26
Stovall, Violet	Pickett Elem	Principal	Normal	07/01/26
White, Theresa	EE/SS Region 4	Program Representative	DROP	07/02/26
Winfrey, Shirley	Hyde Park Elem	Principal	Normal	06/30/26

SURPLUS PLACEMENT

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATE
Anthony, Jasmin	Oceanway Middle	Teacher	07/01/26
Beirne, Anne	Crown Point Elem	Teacher	07/01/26
Cole, Troy	S P Livingston Elem	Teacher	07/01/26
Mccray, Kendra	Edward White High	Teacher	07/01/26
Miller, Talia	Greenland Pines Elem	Teacher	07/09/26
Polydore, Lawanda	Highlands Estates Academy	Teacher	07/01/26
Tobin, Andrew	Southside Estates Elem	Teacher	07/01/26
Townsend, Latease	Edward White High	Teacher	08/03/26
Wynn, Trentonio	Highlands Middle	Teacher	07/01/26

TERMINATIONS

EMPLOYEE	ORG UNIT	POSITION	REASON	EFFECTIVE DATE
Bass, Marcus	Edward White High	Teacher	Certification	07/01/26
Bruce, Lenwood	Love Grove Elem	Teacher	Certification	07/01/26
Campbell, Dandre	Westview K-8	Teacher	Certification	07/01/26
Chapple, Michael	Surplus	Teacher	Certification	07/01/26
Chase, Lauren	Duncan U Fletcher High	Teacher	Certification	07/01/26
Colon, Nilka	Arlington Elem	Teacher	Certification	07/01/26
Davis, Freda	Jean Ribault High	Teacher	Certification	07/01/26
Dawkins, Kyeshia	Southside Middle	Teacher	Certification	07/17/26

Edwards, Robert-Dean	Bridge To Success Academy Middle	Teacher	Not Reappointed	06/14/26
Evans, Navarro	First Coast High	Teacher	Certification	07/01/26
Fason, Ciatrick	Duncan U Fletcher High	Teacher	Certification	07/01/26
Fuller, Krystian	Parkwood Heights Elem	Teacher	Certification	07/01/26
Glocke, Christopher	First Coast High	Teacher	Certification	07/01/26
Groover, Jacqueline	Twin Lakes Academy-Middle	Teacher	Certification	07/01/26
Hill, Adam	Mandarin Middle	Teacher	Certification	07/01/26
Kimball, Steven	IM Systems Development	Supervisor	Not Reappointed	07/01/26
Mcintyre, Charles	Fort Caroline Elem	Teacher	Certification	07/01/26
Mixon, Termarcus	Duncan U Fletcher Middle	Teacher	Certification	07/01/26
Morris, Lorna	Parkwood Heights Elem	Teacher	Certification	07/01/26
Pierre, Donnalyn	Edward White High	Teacher	Certification	07/01/26
Quick, Sheldon	Merrill Road Elem	Teacher	Certification	07/01/26
Rodriguez, Angelica	Westside Middle	Teacher	Certification	07/01/26
Schneider, Scott	Surplus	Chief Officer	Not Reappointed	07/01/26
Simons, Joseph	Marketing Communications	Coordinator	Not Reappointed	07/01/26
Townsend, Ebony	San Mateo Elem	Teacher	Certification	07/01/26
Trotman, Donna	Enterprise Learning Academy	Teacher	Certification	07/01/26
Williams, Kelvin	Jean Ribault High	Teacher	Certification	07/01/26
Wynn, Shearvaris	Chaffee Trail Middle	Teacher	Certification	07/01/26
York, Jesse	School Police	Supervisor	Not Reappointed	07/01/26

TRANSFERS

EMPLOYEE	FROM ORG UNIT	TO ORG UNIT	REASON	EFFECTIVE DATE
Armont, Jerrell	Venetia Elem	Riverside High	Voluntary	07/01/26
Bailey, Charnesia	Highlands Middle	Riverside High	Voluntary	07/01/26
Bansag, Gerald	Greenland Pines Elem	Spring Park Elem	Voluntary	07/01/26
Benyard, Joslyn	BTS Academy Middle	Ribault Middle	Voluntary	07/01/26
Bethea, Nancy	Lavilla Middle	Rufus E Payne Elem	Voluntary	07/01/26
Bolante, Leslie	Southside Estates Elem	Hogan-Spring Glen Elem	Voluntary	07/01/26
Canova, Samantha	Sandalwood High	Surplus	Administrative	07/15/26
Corey, Vikki	A Robinson Elem	Highlands Estates Academy	Voluntary	07/01/26
Ellis, Lascelles	Highlands Estates Academy	Matthew Gilbert Middle	Administrative	07/01/26
Franken, Michael	Spring Park Elem	Greenfield Elem	Voluntary	07/01/26
Hamilton, Sasha	Biscayne Elem	Biltmore Elem	Voluntary	07/01/26
Harris, Latoyia	S P Livingston Elem	Lake Lucina Elem	Voluntary	07/01/26
Herring, Rodney	Temporary Reassignment	Baldwin Middle/High	Administrative	08/03/26
Horton, Candyce	Oceanway Middle	Jean Ribault High	Voluntary	07/01/26
Horton, Jeffrey	Oceanway Middle	Jean Ribault High	Voluntary	07/01/26
Ison, Steven	Alfred I Dupont Middle	Stanton College Prep	Administrative	08/03/26
Jackson, Kelly	Chimney Lakes Elem	EE/SS Southeast	Voluntary	08/03/26
Jones, Apryl	Oceanway Middle	Ribault Middle	Voluntary	07/01/26
Jones, Sabrina	S P Livingston Elem	A Robinson Elem	Voluntary	07/01/26
Lawrence, Patrina	Pickett Elem	Highlands Middle	Voluntary	07/15/26

Lewis, Jaelyn	North Shore Elem	Hendricks Avenue Elem	Voluntary	07/01/26
Matthews, Robert	Andrew Jackson High	Sandalwood High	Voluntary	07/01/26
Neal, Nia-Amira	Oceanway Middle	Highlands Middle	Voluntary	07/15/26
Neese, Randall	Lake Shore Middle	Landon Middle	Voluntary	07/01/26
Obenza, Elsa	Alfred I Dupont Middle	Beauclerc Elem	Voluntary	07/01/26
Parker, Milton	Temporary Reassignment	Venetia Elem	Administrative	08/03/26
Potter, Ryan	Sabal Palm Elem	Sandalwood High	Voluntary	07/01/26
Rivera, Joclene	Temporary Reassignment	Joseph Stilwell Middle	Administrative	08/03/26
Robinson, Alexia	Region of HOPE	Office of Reading	Voluntary	08/03/26
Rogers, Kelsey	Sabal Palm Elem	EE/SS Northwest	Voluntary	08/03/26
Russell, Craig	Temporary Reassignment	Alden Road Except Stu Ctr	Administrative	07/01/26
Saunders, Brandy	James W Johnson Middle	Kernan Blvd Middle	Administrative	07/10/26
Sloan, Jordan	S P Livingston Elem	Garden City Elem	Voluntary	07/01/26
Smith, Yolanda	Mt Herman ESC	Westview K-8	Voluntary	07/01/26
Sori, Andrew	Oceanway Middle	Twin Lakes Middle	Voluntary	07/01/26
Tavolieri, Michela	EE/SS Low Incidence	Vision Resource	Voluntary	07/01/26
Tokic, Idin	Temporary Reassignment	San Jose Elem	Administrative	07/01/26
Tootle, Gregory	Matthew Gilbert Middle	Ribault Middle	Voluntary	07/01/26
Turcotte, Trisha	Lavilla Middle	Highlands Middle	Voluntary	07/01/26
Vargas, Apple	Gregory Drive Elem	Westview K-8	Voluntary	07/01/26
Von Eiff, Jessica	Bayview Elem	Crystal Springs Elem	Voluntary	07/01/26
Williams, Jazmine	Oceanway Middle	James W Johnson Middle	Voluntary	07/01/26
Williams, Yolanda	Enterprise Elem	Highlands Estates Academy	Voluntary	07/01/26

SUPPORT STAFF

APPOINTMENTS

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATE
Alquinta, Logan	Paint Station #1A	Painter	06/22/26
Amin, Amira	Edward White High	Data Entry Clerk	07/15/26
Cohen, Javon	Community & Family Engagement	Support Technician	06/29/26
Davis, Delorse	District Enrollment Services	Support Technician	07/06/26
Fox, Michael	RIO Region 4	TSTech II	07/06/26
Garland, Delicia	Service Desk	Administrative Clerk II	07/06/26
Gonzales, Logan	Mandarin High	Paraprofessional	07/01/26
Jackson, Jamie	Warehouse Outbound	Stock Clerk I	06/15/26
Killgore, Colin	Warehouse Inbound	Stock Clerk I	06/22/26
Mcmillan, Stevie	RIO Region 1	TSTech II	07/06/26
O'brien, Avery	Grounds Crew #1	Groundskeeper	07/06/26

PROMOTIONS – Probationary

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATE
James, Lionel	Warehouse Inbound	Warehouse Manager	07/11/26

RETIREMENTS

EMPLOYEE	ORG UNIT	POSITION	TYPE	EFFECTIVE DATE
Blackwell, Annette	Joseph Stilwell Middle	School Office Assistant	Normal	06/16/26
Burney, Loretta	Terry Parker High	Clerk I Office	DROP	06/16/26
Cartwright, Cindy	Bayview Elem	Data Entry Clerk	Normal	07/01/26
Depa, Robert	Operations	TST IV	DROP	07/01/26
Liller, Debra	Edward White High	Data Entry Clerk	DROP	07/01/26
Markland, Leslie	Alimacani Elem	Bookkeeper II	Normal	07/01/26
Newton, David	Warehouse Inbound	Warehouse Manager	DROP	07/01/26
Roberts, Amba	San Pablo Elem	Custodian	DROP	07/01/26
Torres, Elizabeth	District Enrollment Services	Call Center Operator	DROP	07/02/26
Vess, James	Jacksonville Beach Elem	Custodian	Normal	07/01/26

SURPLUS PLACEMENT

EMPLOYEE	ORG UNIT	POSITION	EFFECTIVE DATE
Canion, David	Biltmore Elem	Paraprofessional	07/01/26

Carter Cade, Gail	Southside Estates Elem	Paraprofessional	07/01/26
Faniel, Sana	Mandarin Oaks Elem	School Health Aide	07/01/26
Green, Chatelayne	Sallye B Mathis Elem	Secretary/Bookkeeper	07/01/26
Harry, Ronald	Twin Lakes Elem	School Health Aide	07/01/26
Johnson, Kari	Ortega Elem	Data Entry Clerk	07/01/26
Mccrary, Ghada	Alfred I Dupont Middle	Paraprofessional	07/11/26
Williams, Barbra	Biltmore Elem	Secretary/Bookkeeper	07/01/26

TERMINATIONS

EMPLOYEE	ORG UNIT	POSITION	REASON	EFFECTIVE DATE
Doyle, Anthony	Warehouse Inbound	Stock Clerk I	Job Abandon	07/09/26
Sanders, Angel	Temporary Reassignment	Paraprofessional	Released during prob	06/27/26

TRANSFERS

EMPLOYEE	FROM ORG UNIT	TO ORG UNIT	REASON	EFFECTIVE DATE
Faulkner, Jamon	Grounds Crew #2	Ops Staff	Voluntary	06/22/26
Hendricks, Sabian	Lake Shore Middle	Terry Parker High	Voluntary	07/01/26
Ibanez, Gina	Lone Star Elem	Spring Park Elem	Voluntary	07/01/26
Mendez, Luz	Spring Park Elem	Hendricks Avenue Elem	Voluntary	07/01/26
Pickett, Leander	Temporary Reassignment	S P Livingston Elem	Voluntary	07/01/26
Quinn, Daniel	Grounds Crew	Plumbing Station #3	Voluntary	07/13/26
Robinson, Allison	School Media Support	Consolidated Services	Voluntary	07/08/26
Smith, Alia	Love Grove Elem	Lake Shore Middle	Voluntary	07/01/26
Smith, Sharkevielle	Lake Shore Middle	Joseph Stilwell Middle	Voluntary	08/03/26
Taylor, Dabney	Don Brewer Elem	Facilities Accounting & Financial Reporting	Voluntary	07/01/26
Youngblood, Rica	Kernan Trail Elem	Greenland Pines Elem	Voluntary	07/01/26

These are the minimum qualifications for a position reporting to the Executive Director, Exceptional Student Education and Student Services

JOB SUMMARY: Coordinates and oversees districtwide health services programs, policies, and procedures to support student health, safety, and well-being. Interprets and implements applicable state and federal laws, regulations, and guidelines governing school health services. Collaborates with the Department of Health, school-based administrators, district leaders, and community partners to ensure effective program administration, regulatory compliance, and continuous improvement of health services. Provides leadership, guidance, and oversight to promote program effectiveness, quality assurance, and equitable access to health services across the district.

New Position	
Upgrade of Existing Position	
Downgrade of Existing Position	
Modification of Existing Position	X
Reapproval of Existing Position	

JOB TITLE: Director, Nursing Services ADM 063

Minimum Requirements:

Education: Master's Degree from accredited college or university. Registered Nurse (RN), Nurse Practitioner (NP), Advanced Practice Registered Nurse (APRN), or Physician Assistant (PA) preferred

Experience: NA

Licensing/Certification/Registration: Must have a valid Florida Driver's License prior to appointment and must be maintained during employment in this class. First Aid, AED & CPR certification must be obtained prior to completion of the employee's probationary period and maintained during employment in this class.

Salary Range: [$100,00- $125,000- $150,000] (PB 11)

Duval County Public Schools
Position Description

Job Title:	Director, Nursing Services	**Job Number:**	ADM 063
Department:	Exceptional Student Education and Student Services	**Pay Scale:**	DA
Reports to:	Executive Director, Exceptional Student Education and Student Services	**Pay Grade/ Group/Level:**	11
Supervises:	Supervisors, Technical Managers, Registered Nurses	**FLSA Status:**	Exempt
Work Year:	12 months	**Union Status:**	Exempt
Dates of Revision:	7/14/16, 7/06/2026	**Date Board Approved:**	7/11/16

Job Summary

Coordinates and oversees districtwide health services programs, policies, and procedures to support student health, safety, and well-being. Interprets and implements applicable state and federal laws, regulations, and guidelines governing school health services. Collaborates with the Department of Health, school-based administrators, district leaders, and community partners to ensure effective program administration, regulatory compliance, and continuous improvement of health services. Provides leadership, guidance, and oversight to promote program effectiveness, quality assurance, and equitable access to health services across the district.

Essential Functions (Not intended to be all inclusive)	**Percent of Job**
1. Collaborate with the Department of Health to develop and review the School Health Manual, Annual Report, and School Health Guidelines.	20%
2. Collaborates with the Department of Health, Medical Doctors or family Physicians to clarify medical orders and address school related concerns.	10%
3. Serves as a liaison between students, families, and schools to review student history, determine needs, and ensure proper student placement.	20%
4. Coordinates student transportation to and from school for medically fragile students.	10%
5. Advises the district on health related issues to inform policy.	20%
6. Provides administrative support to school based nurses, assist with school placement of personnel based on need.	10%
7. Serves as a resource for staff for medical policies and procedures.	5%
8. Performs other duties as assigned.	5%

Qualifications:

Education: Master's Degree from accredited college or university. Registered Nurse (RN), Nurse Practitioner (NP), Advanced Practice Registered Nurse (APRN), or Physician Assistant (PA) preferred

Experience: NA

Licensing/Certification/Registration: Must have a valid Florida Driver's License prior to appointment and must be maintained during employment in this class. First Aid, AED & CPR certification must be obtained prior to completion of the employee's probationary period and maintained during employment in this class.

Knowledge, Skills, and Abilities (KSAs)

- Knowledge of school board policies; district rules and guidelines; and state and federal laws related to school health
- Ability to implement continuous improvement processes
- Strong supervisory management skills
- Knowledge of budget procedures
- Ability to coordinate school health services in all schools
- Strong presentation skills
- Strong oral, written, and interpersonal communication skills
- Strong skills in establishing and maintaining information, record, document, and file systems
- Strong technical skills needed to create reports, analyze data, and communicate electronically
- Ability to establish and maintain good working relationships with students, parents, and other staff members
- Ability to manage team activities

Physical Requirements and Working Conditions Legend:

0% = No Requirement (N)
1-20% = Some Requirement 1-2 hours per day (S)
21-50% = Moderate Requirement 2.5 – 4 hours per day (M)
51-79% = Great Requirement 4.5-6 hours per day (G)
80-100% = Constant Requirement 6.5 hours or more per day (C)

Physical Requirements/Movement:

Lift heavy (51 to 100 lbs.) (S) - lift, move and position students for procedures and transporting
See (C)
Hear (C)
Talk (M)
Sit (C)
Walk (S)
Stand (C)
Grasp (G)
Fine hand & finger movements (G)- using medical equipment and devices on an ongoing basis
Repetitive arm and hand motion (S)
Bend/stoop (S)
Reach above/below the waist (S)
Kneel (S)
Squat (S)
Operate equipment (C) - standard medical equipment such as glucometer, nebulizer, suction equipment, IVAC, K-Pump, oxygen equipment, and related equipment
Operate motor vehicle (S) to pick up mail, documents, materials, and supplies

Work Conditions:

Office environment (M) – school clinic
Noisy conditions (M)
Gloves necessary (G)

Note: The essential functions, physical demands, and working conditions described are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

These are the minimum qualifications for a position reporting to the Executive Director, Professional Learning

JOB SUMMARY: This position will oversee the daily operations, maintenance, and event support functions to ensure a safe, professional, and high-quality environment for all guests, staff, and community partners.

New Position	X
Upgrade of Existing Position	
Downgrade of Existing Position	
Modification of Existing Position	
Reapproval of Existing Position	

JOB TITLE: Coordinator, Facilities ACD 050

Minimum Requirements:

Education: High school diploma or equivalent

Experience: At least one year experience coordinating facilities operations, event logistics, and building maintenance.

Certifications & Licenses: N/A

Salary Range: [$58,656 - $88,000] (PB 03)

Duval County Public Schools
Job Description

Job Title:	Coordinator, Facilities	**Job #:**	
Department:	Professional Development	**Pay Scale:**	DB
Reports to:	Executive Director, Professional Development	**Pay Band:**	PB 03
Supervises:	N/A	**FLSA Status:**	Exempt
Work Year:	12-month	**Union Status:**	Exempt
Date of Last Revision:		**Date Board Approved:**	

Job Summary

This position will oversee the daily operations, maintenance, and event support functions to ensure a safe, professional, and high-quality environment for all guests, staff, and community partners.

Essential Functions	Percent of Job
1. Oversee daily operations, including custodial, maintenance, technology, and event support functions to ensure a safe, clean, and professional environment.	20%
2. Coordinate operational logistics for facility usage and events, including reviewing event requirements, attending planning meetings, coordinating setup and support staff, and ensuring customer needs are met.	20%
3. Provide on-site support during events, including troubleshooting audio-visual equipment, technology systems, Wi-Fi connectivity, lighting, and other facility-related issues to minimize disruptions.	10%
4. Conduct routine facility inspections to identify operational, maintenance, safety, and technology concerns and coordinate timely corrective action.	10%
5. Coordinate with district departments, contractors, vendors, and service providers regarding repairs, preventative maintenance, capital improvements, facility enhancements, and event-related services.	10%
6. Perform limited triage maintenance activities when necessary to maintain facility operations until appropriate maintenance personnel or contractors can respond.	10%
7. Serve as a primary point of contact for facility-related operational issues, customer concerns, vendors, contractors, and event support needs.	10%
8. Collaborate with district leadership, staff, community partners, and external	5%
9. Performs other duties as assigned.	5%

Qualifications

Education: High school diploma or equivalent

Experience: At least one year experience coordinating facilities operations, event logistics, and building maintenance.

Certifications & Licenses: N/A

Knowledge, Skills, and Abilities (KSAs)

- Knowledge of facility operations, building systems, event support services, and preventative maintenance practices.
- Knowledge of safety procedures, emergency response protocols, and risk management principles related to public facilities.
- Ability to troubleshoot and resolve issues involving audio-visual equipment, presentation technology, Wi-Fi connectivity, lighting systems, and other facility technologies.
- Ability to read and interpret event schedules, facility calendars, setup diagrams, and operational instructions.
- Ability to coordinate the work of contractors, vendors, maintenance personnel, and event support staff.
- Ability to identify facility maintenance concerns and determine appropriate corrective actions.
- Ability to provide exceptional customer service while maintaining facility policies, procedures, and operational standards.
- Ability to exercise sound judgment and make decisions independently in fast-paced or time-sensitive situations.
- Ability to communicate effectively with district staff, community partners, vendors, contractors, and facility users.
- Ability to maintain accurate records and documentation related to facility operations, maintenance requests, and event support activities.
- Ability to work flexible hours, including evenings and weekends, as needed to support facility operations and scheduled events and have strong time management skills.
- Proficiency in Microsoft Office applications and the use of facility scheduling, event management, and communication systems.

Physical Requirements and Working Conditions

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Legend: 0% = No Requirement (N)
1-20% = Some Requirement 1 - 2 hours per day (S)
21-50% = Moderate Requirement 2.5 – 4 hours per day (M)
51-79% = Great Requirement 4.5 - 6 hours per day (G)
80-100% = Constant Requirement 6.5 hours or more per day (C)

Physical Requirements/Movement:	
Lift very light (1 to 10 lbs) items or awkward weights (M)	Fine hand & finger movements (M)
See (G)	Color perception necessary (S)
Hear (G)	Push/pull movements (M)
Talk (G)	Bend/stoop (M)
Sit (M)	Reach above/below the waist (M)
Walk (M)	Squat (M)
Grasp (M)	Operate equipment (M)
	Operate motor vehicle (S)

Work Conditions: NA	

Note: The essential functions, physical demands, and working conditions described are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

AFSCME Supervisors/ DCPS Negotiations
Union Proposal #4
5/26/26

TA
6/11/2026

TA
6/11/26
AFSCME

(l) Vacations

3. Vacation leave may be taken at any time requested by the employee in writing, subject to approval by the supervisor authorized to approve such leaves, which typically will not be granted one week before or one week after the start of school. Requests for leave of 4 days or less shall be made 24 hours in advance and for more than 4 days will be made 5 workdays in advance, and will not be unreasonably withheld. Any portion of vacation leave which has accrued to the credit of employee may be taken provided no vacation leave taken shall exceed thirty ~~(30)~~ (40) workdays in any one (1) calendar year, except as otherwise provided herein. There is no limit to the amount of vacation leave that an employee may accrue. The limit of thirty ~~(30)~~ (40) workdays does not apply if the leave is taken immediately preceding special leaves of absence without pay, or if vacation leave is to be used for educational purposes.

TA
6/11/26
AFSCME

ARTICLE 14

WAGES, SCHEDULES & BENEFITS

A. WAGES/SCHEDULES

TA
6/11/2026

3. For the 2025-2026 school year, ~~E~~ eligible current members (must be employed as of the Board approval date of this agreement) of the AFSCME Supervisor bargaining unit who were employed on June 30, 2025, ~~will receive a 2.7% increase to their base pay~~ retroactive to July 1, 2025~~. W~~ who are compensated at a base hourly rate below the rates identified herein shall receive a one-time adjustment to bring their base hourly rate to the stated ~~minimum~~ amount which aligns with the established pay bands of the negotiated salary schedule:

- Assistant Warehouse Manager (Pay Band 21) - $21.00 per hour
- Grounds Working Foreperson (Pay Band 21) - $21.00 per hour
- Grounds Crew Foreperson (Pay Band 21) - $24.00 per hour
- Painter Foreperson (Pay Band 26) - $24.50 per hour
- Police Emergency Communication Officer Supervisor (Pay Band 23) - $25.50 per hour

Employees within the above classification whose existing base hourly rate is equal to or greater than the identified ~~minimum~~ rate shall not receive a reduction in pay and shall maintain their current rate of compensation.

B. Distribution of Remining Wage Allocation Funds

Following implementation of the classification ~~minimum~~ adjustments identified above, any remaining funds allocated for bargaining unit wage enhancements shall be calculated and distributed equally among all eligible bargaining unit members.

The remaining funds shall be applied as an across-the-board increase of fifty-four cents ($0.54) per hour to the base hourly rate for each eligible bargaining unit member who did not receive a wage adjustment pursuant to Section A above.

For purposes of this section, eligible bargaining unit members shall mean all employees employed as of June 30, 2025, and actively employed in the AFSCME (Supervisors) bargaining unit positions on the date of ratification.

DUVAL COUNTY PUBLIC SCHOOLS

2025-2026

Supervisors Association

Hourly

Pay Scale SV

Pay Band	Min	Mid	Max
21	16.18	23.20	30.76
22	17.85	24.77	32.22
23	16.18	24.64	33.63
24	18.87	26.78	35.23
26	20.62	29.40	38.71
27	19.78	29.85	40.46
31	23.27	35.02	47.30

TA
Affirmed
6/21/25

TA
6/11/2026

Service Raise

In addition to the above hourly rate, an employee shall receive $300 a year for each five (5) years service with the Duval County Public Schools. For each five years of continuous service reached after July 1st, 2021, the amount will increase to $400 a year. For each five years of continuous service reached after July 1st, 2023, the amount will increase to $600 a year.

Pay Scale Changes

The maximum on the pay bands 21 - 31 will increase by 0.54.

Salary Increase

For the 2025-2026 school year, eligible employees compensated below the identified rate will receive a one-time adjustment to their base hourly rate. The identified rate and positions are as follows:

- Assistant Warehouse Manager (Pay Band 21) - $21.00 per hour
- Grounds Working Foreperson (Pay Band 21) - $21.00 per hour
- Grounds Crew Foreperson (Pay Band 21) - $24.00 per hour
- Painter Foreperson (Pay Band 26) - $24.50 per hour
- Police Emergency Communication Officer Supervisor (Pay Band 23) - $25.50 per hour

For the 2025-2026 school year, eligible employees who did not receive a one-time adjustment will receive a $0.54 increase to the base hourly rate.

ARTICLE 15
HOURS OF WORK

TA
4/2/26
4/2/26

C. INCLEMENT WEATHER CONDITIONS – HAZARD PAY

When bargaining unit employees are required to report in person to their work location during Emergency Conditions which results in School closings, as determined by the Superintendent, they shall be compensated at an established rate of double their straight time rate of pay for the call back time worked ~~members of the Jacksonville Supervisors Association who are called back or requested to stay as determined by the Superintendent shall be compensated at established rate of double their straight time rate of pay for the call back time worked~~, including hours in excess of the normal 40 hour work week. Should the requirement occur on a holiday, employees who return ~~are called~~ shall be compensated at double their straight time rate of pay in addition to their holiday pay. Notification of callback shall be through personal contact, telephone contact, email, or local media. Full-time employees released from reporting to work shall be compensated at their straight-time rate of pay.

Bargaining unit employees who elect to work for shelter duty during the emergency conditions as declared by the Superintendent event shall be paid at double their straight time rate of pay for all hours serving in such capacity.

ARTICLE 16
GENERAL PROVISIONS

TA AFSCME 4/2/26

4/4/2026

A. SPECIAL CLOTHING AND APPAREL

6. Maintenance employees covered by this Agreement shall be provided a uniform by the School Board. The School Board will provide eight (8) dry fit polyester shirts the first year of contract, and five (5) additional shirts or, in lieu of the 5 shirts, a DCPS logo embossed sweatshirt or jacket approved by the Executive Director for each of the second and third years of the contract. Employees may elect to exchange shirts for other district-related apparel that is less than, or equivalent, to the value of the approved shirt allowance. Maintenance employees will wear khaki or blue uniform style pants, blue denim jeans, or khaki or blue uniform style shorts, and will be responsible for the laundering of their own shirts and pants. Shorts shall be industry standard: length, at least seven to seven and one-half inches inseam and shall not extend below the top of the knees. Police Emergency Communication Supervisors shall be allowed to purchase logo embossed shirts or jacket approved by the Executive Director not to exceed one-hundred and fifty ($150.00) yearly.

TA
6/11/26
AFSCME

ARTICLE 16

GENERAL PROVISIONS

F. RULE OF THREE

TA
6/11/2026

Management shall have the option of using the "Rule of Three" as the final step in the process to select an internal candidate for positions in Technology Services and Maintenance (Operations Unit) ~~only.~~ The "Rule of Three" gives the hiring manager the ability to choose from the top three candidates on an internal eligibility list. An ~~JSA~~ AFSCME Supervisor bargaining unit member will be appointed by ~~JSA~~ AFSCME to sit on the final selection interview.

1. ~~Current AFSCME bargaining unit members shall not be required to reapply, reinterview, or otherwise compete for positions they presently hold or occupy through an established assignment, placement, promotional process, or position reclassification as a result of implementation of the Rule of Three provision. Employees shall not be required to participate in the Rule of Three process due solely to a position title change, position reclassification, or restructuring of an existing position, nor shall implementation adversely affect their current employment status.~~ The district will follow all established Civil Service Rules (Rule I) relating to job classification changes.
2. Employees currently serving in ~~Leaderman~~ Technology and Operations classifications who are subject to an established and recognized transition or progression process into a ~~Foreman~~ Civil Service Supervisor position~~s~~ shall retain all existing rights, expectations, and practices related to such progression and shall be grandfathered and exempt from the Rule of Three process for such transitions.
3. Upon request by AFSCME, through the established Public Records Request process, the District shall provide interview scoring, candidate rankings, and selection rationale for candidates under the Rule of Three process for purposes of verifying compliance with this Article. The union will be entitled to this request free of charge one time per year.

AFSCME Supervisors/ DCPS Negotiations
Union Proposal #1
1/28/26

6/11/26
AFSCME

APPENDIX 1

Bargaining Unit Classifications

The following classifications are covered by this Agreement:

TA
6/11/2026

Job Code	Job Title	Pay Scale	Pay Band
S027	Police Emergency Communications Supervisor	SV	24
S061	Assistant Warehouse Manager	SV	21
S720	Carpenter Foreperson	SV	24
S722	Carpenter Lead Worker	SV	22
S152	Computer Supervisor	SV	31
S760	Electrician Foreperson	SV	~~26~~ 27
S762	Electrician Lead Worker	SV	24
S730	Electronics Systems Foreperson	SV	26
S731	Electronics Systems Lead Worker	SV	24
S037	Fleet Operations & Inspections Coordinator	SV	26
S808	Glazier Working Foreperson	SV	22
S811	Grounds Crew Foreperson	SV	21
S812	Grounds Working Foreperson	SV	21
S700	HAR Foreperson	SV	27
S702	HAR Lead Worker	SV	25
S860	Instructional Equipment Repair Foreperson	SV	26
S861	Instructional Equipment Repair Lead Worker	SV	24
S830	Locksmith Foreperson	SV	23
S840	Mill Shop Carpenter Foreperson	SV	24
S801	Painter Foreperson	SV	23
S804	Painter/Glazier General Foreperson	SV	26
S805	Painter Lead Worker	SV	21
S890	Plumber Foreperson	SV	27
S263	Printing Supervisor (Redlined)	SV	21
S940	Utility Foreperson	SV	24
S680	Utility Lead Worker	SV	22
S060	Warehouse Manager	SV	24
S910	Wastewater/Water Plant Foreperson	SV	26



DUVAL COUNTY

PUBLIC SCHOOLS

Monthly Financial Analysis Report (Unaudited)

Includes: Cash and Investment Report

For the Period Ending

May 31, 2026

Board Meeting Approval
August 4, 2026

District Budget Resolution
July 7, 2026

EVERY SCHOOL. EVERY CLASSROOM. EVERY STUDENT. EVERY DAY.

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Major Financial Highlights

Monthly Financial Report
For the Month of May 31, 2026
Comparison to Prior Year (Except for Cash)

1) The **cash and investment** balance increased by $262M from $1.4B in the prior period, compared to $1.8B.

2) General Fund

a. Revenues increased by $24M or 2% to $1.3B compared to the prior year.
   i. $140M of the $1.3B, or 11%, is related to the One-Mill funding.
   ii. The revenue increase is due to the receipt of revenue from fees, interest, local tax revenue, and Medicaid revenue compared to the prior year.

b. Expenditures increased by $35M or 4% to $1.2B compared to the prior year.
   i. Salaries and Benefits increased by $34M or 5%.
   ii. Purchase Services increased by $6M or 1%.
      1. Charter schools' expenditures decreased by $2M or less than 1%.
         a. YTD Charter School expenditures are $251M.
            i. Against appropriations of $285M.
      2. District materials and supplies decreased by $11M or 47%; capital outlay increased by $7M or 72%, energy services increased by $1M or 7%; other expenditures decreased by $2M or 7%.

c. Fund Balance increased by $39M or 16% to $278M compared to the prior year.
   i. $44M of the $278M, or 16% is related to the One-Mill funding. The higher fund balance is the result of the increase in revenues and transfers in.

d. Compared to the prior month:
   - Revenues increased by $64M or 5%.
   - Expenditures increased by $119M or 11%.
   - Fund balance decreased by $43M or 13%.

3. Debt Service Funds

a. Revenues decreased by $1M or 35% to $2M compared to the prior year.
   i. The decrease is related to the decrease and/or timing of subsidy income and lower interest revenue.

b. Expenditures decreased by $7M or 8% to $77M compared to the prior year.
   i. The decrease is related to lower principal, interest, and fee payments.

c. Fund Balance increased by $19M or 26% to $91M compared to the prior year due to a decrease in expenditures related to timing, transfers into debt in the amount of $18M for future debt payments, and a higher beginning fund balance.

d. The fund is stable and has sufficient funding to meet all debt obligations.

e. Compared to the prior month:
   - Revenues increased by $75K or 4%.
   - Expenditures increased by $9K or less than 1%.
   - Fund balance increased by $67K or less than 1%.

4. Capital Fund

a. Revenues decreased by $5M or 2% to $316M compared to the prior year.
   - $100M of the $316M, or 32% is related to Sales Surtax funding.
   - The decrease is due to the lower interest received and a decrease in tax revenue.

b. Expenditures decreased by $100M or 39% to $156M compared to the prior year.
   - The decrease is related to a slower rate of activity on maintenance projects and services.

c. Fund Balance increased $14M or 2% to $779M compared to the prior year.
   - Of the $779M fund balance, $254M or 33% is related to Sales Surtax funding.
   - The higher fund balance is a result of a higher beginning fund balance and slower rate of activity for projects.

d. The fund balance will continue to fluctuate based on the timing of construction and maintenance projects.

e. Compared to the prior month:
   - Revenues increased by $19M or 7%.
   - Expenditures increased by $15M or 11%.
   - Fund balance decreased by $107M or 12%.

5. **Food Service**
    a. Revenues increased by $273K or less than 1% to $69M compared to the prior year.
        i. Revenues increased compared to the prior year due to local school lunch payments.
    b. Expenditures decreased by $5M or 7% to $68M compared to the prior year.
        - Salaries and benefits increased by $80K or 5%.
        - Purchased services decreased by $6M or 9%.
        - Energy services decreased by $115K or 19%.
        - Materials and supplies increased by $285K or 5%.
        - Capital Outlay expenditures increased by $376K or 11%.
        - Other expenditures increased by $131K or 8%.
    c. Fund Balance increased $2M or 7% to $26M compared to the prior year.
        - The increase is a result of an increase in revenues and lower expenditures.
    d. Compared to the prior month:
        - Revenues increased by $6M or 9%.
        - Expenditures increased by $7M or 12%.
        - Fund balance decreased by $2M or 6%.

6. **Internal Service Fund (Health Care Fund, and Workers' Compensation)**
    a. Revenues increased by $5M or 4% to $123M compared to the prior year. The increase is due to higher Premium Revenue. The revenue breakdown is as follows:
        1. Workers' Compensation - $ 5,421,295
        2. Health - $117,936,600
        3. Interest, Rebates, Other - $ 4,271
    b. Expenditures decreased by $800K or 1% to $118M compared to the prior year. Expenditures decreased primarily due to timing in claim expenditures, decreases in purchased services, and materials and supplies.
    c. Fund Balance increased $13M or 20% to $76M compared to the prior year. The increase is due to a higher beginning fund balance, and higher revenues compared to lower claim expenditures.
        i. The fund is generating sufficient revenue to cover expenditures. This is a result of the changes in the plan design, additional revenue, and timing of claims.
    d. Compared to the prior month:
        - Revenues increased by $11M or 10%.
        - Expenditures increased by $12M or 11%.
        - Fund balance decreased by $1M or less than 1%.

7. **Federal Funds**

    a. Title I, II, III, IDEA, Carl Perkins, etc.
        i. $115M in revenue and expenditures. $8M or 6% less than the prior year.
        ii. These are entitlement funds awarded annually through an application process.
        iii. Funding is based on federal allocations and district rollover funding.
    b. ESSER.
        i. $3M in revenue and expenditures compared to $22M or a decrease of 89% compared to the prior year.
        ii. The decrease is a result of the ESSER grant(s) closing in December 2024.
        iii. This does not represent new revenue or expenses; rather, it reflects prior-year transactions for which the department is correcting the funding allocations.

8. **Private Purpose Trust Funds (GearUP)**
    a. Revenues are due to the receipt of donations and interest earned on deposits and/or investments.

One-Mill Referendum - Revenue/Expenditures
A Component of General Fund
As of May 31, 2026

	Budget FY 2025-2026	YTD Actuals FY 2025-2026	% of Budget FY 2025-2026	Budget vs Actual Variance
Revenues				
Local Revenue	$ 140,284,340	$ 140,319,557	100%	$ (35,217)
Total Revenue	**140,284,340**	**140,319,557**	**100%**	**(35,217)**
Expenditures				
Teachers/Other Personnel	$ 95,048,428	$ 82,042,192	86%	$ 13,006,236
Arts/Athletics	34,577,643	9,917,526	29%	$ 24,660,117
Fund Equity	15,447,706	15,447,706	100%	$ -
Charter Schools	25,993,152	19,820,860	76%	6,172,291
Total Expenditures	**171,066,929**	**127,228,284**	**74%**	**43,838,644**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,782,589)	13,091,273		(43,873,862)
Beginning Fund Balance	30,782,589	30,782,589		-
Ending Fund Balance	**$ 0**	**$ 43,873,862**		**$ (43,873,862)**

- There are $3,808,188 committed and encumbered arts/athletic projects not reflected above.
- Arts/athletics include bleachers, instruments & band uniforms, lighting & flooring, middle school tracks, playgrounds, scoreboards, sound systems, tennis courts, turf fields, visual arts, and gender equity projects.

Sales Surtax Revenue - Revenue/Expenditures
A Component of Capital Projects Fund
As of May 31, 2026

	Budget FY 2025-2026	YTD Actuals FY 2025-2026	% of Budget FY 2025-2026	Budget vs Actual Variance
Revenues				
Local Sales Surtax	$ 125,000,000	$ 94,685,423	76%	$ 30,314,577
Interest Revenue	5,500,000	5,340,917	97%	159,083
Prior Year Revenue	-	-	0%	-
Total Revenue	**130,500,000**	**100,026,340**	**77%**	**30,473,660**
Expenditures				
Capital Outlay				
Furniture, Fixtures, and Equipment	4	-	0%	4
Improvements Other Than Buildings	1,847,618	655,119	35%	1,192,500
Remodeling and Renovations	209,256,567	19,270,110	9%	189,986,458
Total Capital Outlay	211,104,189	19,925,228	9%	191,178,961
Charter School	28,128,372	15,937,211	57%	12,191,161
Arbitrage	20,482,853		0%	20,482,853
Loc Sales Tax & Other	11,635,672	-	0%	11,635,672
Debt Transfer	61,237,750	11,821,375	19%	49,416,375
Total Expenditures	**332,588,837**	**47,683,815**	**14%**	**284,905,022**
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (202,088,837)	$ 52,342,526		$ (254,431,362)
Beginning Fund Balance	202,088,837	202,088,837		-
Ending Fund Balance	**$ -**	**$ 254,431,364**		**$ (254,431,362)**

- There are $45,726,792 committed and encumbered capital outlay projects not reflected above.

DISTRICT SCHOOL BOARD OF DUVAL COUNTY
MONTHLY FINANCIAL ANALYSIS REPORT
For the Month Ended May 31, 2026

Overview

This financial analysis for the month ended May 31, 2026, is for internal and external stakeholders to gain a significant understanding of the Duval County Public Schools' financial position. It will provide an overview of the district's past and current financial activities and performance. This analysis is one component of the Monthly Financial Analysis Report - Unaudited package.

Financial Highlights

Revenues

A comparison of revenues by fund collected from the current year-to-date to the prior year:

Revenue by Fund:	5/31/2026	Percent of Total Revenue	5/31/2025	Dollar Change	Percent Change
General Fund	$ 1,257,513,927	67%	$ 1,233,681,074	$ 23,832,853	2%
Debt Service Fund	1,979,195	0%	3,029,480	(1,050,285)	-35%
Capital Project Fund	315,506,930	17%	320,415,541	(4,908,611)	-2%
Food Service Fund	69,348,774	4%	69,076,198	272,576	0%
Special Revenue Fund	115,046,857	6%	122,756,212	(7,709,355)	-6%
Special Revenue - Federal Education Stabilization	2,725,402	0%	23,738,661	(21,013,259)	-89%
Internal Service Fund	123,362,166	7%	118,821,055	4,541,111	4%
Private-Purpose Trust Fund	10,015	0%	2,967	7,048	238%
Total Revenue by Fund:	**$ 1,885,493,266**	**100%**	**$ 1,891,521,188**	**$ (6,027,922)**	**0%**

Total Combined Revenue – Revenues as of May 31, 2026, decreased by $6M (less than1%) as compared to May 31, 2025. The decreases are in debt service, capital project, special revenue, and federal education stabilization.

General Fund - The increase in revenue is due to the receipt of revenue from Medicaid, local tax revenue, and fees.

Debt Service Fund – Revenue decreased primarily due to the timing of subsidy income and a decrease in interest revenue.

Capital Projects Fund - Revenue decreased due to a decrease in investment interest and sales surtax revenue.

Food Service Fund – Revenue increased primarily due an increase in local school lunch payments.

Special Revenue Fund – Net revenue decreased due to IDEA and other federal grants revenue reimbursements.

Special Revenue – Federal Education Stabilization Fund – Revenue decreases are directly related to reimbursement of Elementary and Secondary School Emergency Relief (ESSER) funds. ESSER grants closed in December 2024.

Internal Service Fund, **a proprietary fund –** The increase in revenue is mainly due to an increase in premium revenue and rebates.

Private-Purpose Trust Fund, a fiduciary fund – Revenue increased due to receipt of donations.

Revenue Sources – All Funds

A comparison of revenues by source collected from the current year-to-date to the prior year:

All Funds	5/31/2026	5/31/2025	Percent Change
Revenue Source:			
Federal Direct Sources	$ 7,426,709	$ 9,714,704	-24%
Federal Through State Sources	182,741,696	210,019,518	-13%
State Sources	653,118,849	670,570,177	-3%
Local Sources	1,042,206,012	1,001,216,789	4%
Total	**$ 1,885,493,266**	**$ 1,891,521,188**	**0%**

Federal Direct Sources have decreased due to the timing of Federal Impact Fees, ROTC and Misc. Federal Direct funding. Federal Through State Sources have decreased mainly because of a decrease in the Title grants, lunch reimbursement rates and the closing of the stabilization grants. State Sources decreased due to FEFP, class size, school recognition, and VPK funding. Local Sources increased due to food service, fees, health premiums, local tax revenue, other miscellaneous revenue, and sales of fixed assets.

Revenue Sources – General Fund

General Fund revenue sources comparison of current year-to-date to the prior year:

General Fund	5/31/2026	5/31/2025	Percent Change
Revenue Source:			
Federal Direct Sources	$ 1,931,781	$ 2,807,893	-31%
Federal Through State Sources	6,767,457	3,243,369	109%
State Sources	631,104,090	649,625,832	-3%
Local Sources	617,710,599	578,003,980	7%
Total	**$ 1,257,513,927**	**$ 1,233,681,074**	**2%**

Federal Direct Sources have decreased due to lower Impact Aid and JROTC income received. Federal through State revenue increased due to the receipt of Extended Day and Medicaid funding. State Sources decreased due to lower Class Size, FEFP, FDLRS, School Recognition, VPK, and other State revenue sources. Local Sources increased due to fees, interest, miscellaneous local revenue, and property taxes.

Expenditures
A comparison of expenditures by fund collected from the current year-to-date to the prior year:

Expenditure by Fund:	5/31/2026	Percent of Total Expenditures	5/31/2025	Dollar Change	Percent Change
General Fund	$ 1,227,933,793	70%	$ 1,192,603,981	$ 35,329,812	3%
Debt Service Fund	77,243,513	4%	84,253,963	(7,010,450)	-8%
Capital Project Fund	155,774,699	9%	255,664,579	(99,889,880)	-39%
Food Service Fund	67,770,632	4%	72,678,936	(4,908,304)	-7%
Special Revenue Fund	115,076,738	7%	122,786,350	(7,709,612)	-6%
Special Revenue - Federal Education Stabilization	1,889,628	0%	23,738,661	(21,849,033)	-92%
Internal Service Fund	117,832,461	7%	118,632,231	(799,770)	-1%
Private-Purpose Trust Fund	-	0%	-	-	0%
Total Expenditure by Fund:	**$ 1,763,521,464**	**100%**	**$ 1,870,358,701**	**$ (106,837,237)**	**-6%**

Total Combined Expenditures – Expenditures as of May 31, 2026, have decreased by $107 million (6%) as compared to May 31, 2025. The decreases are in Debt Service, Capital Project, Food Service, Special Revenue, Federal Education Stabilization, Internal Service Fund, and the Private Purpose Fund.

General Fund – Expenditures increased primarily due to increase in salaries and benefits, purchased services, energy services, and capital outlay.

Debt Service Fund – Expenditures decreased due to lower principal, interest payments, and fee payments.

Capital Projects Fund – Expenditures decreased due to a decrease in expenditures for buildings and fixed equipment, furniture, fixtures, and improvements, improvements other than buildings, remodeling and renovations, and charter school capital outlay payments.

Food Service Fund – The decrease is primarily due to purchased services and energy services.

Special Revenue Fund – The decrease is due to lower salary and benefit payments, and material and supply, and capital outlay expenditures.

Special Revenue – Federal Education Stabilization Fund – Decreases are the result of the expiration of ESSER grants.

Internal Service Fund, a proprietary fund – Expenditures decreased due to a decrease in purchased services, materials and supplies, capital outlay, and claims expenditures.

Fund Balances – All Funds

Fund balance comparison of current year-to-date to the prior year:

Fund Balance	5/31/2026	Percent of Total Fund Balance	5/31/2025	Dollar Change	Percent Change
General Fund	$ 277,906,335	22%	$ 238,805,434	$ 39,100,901	16%
Debt Service Fund	90,955,287	7%	72,438,710	18,516,577	26%
Capital Project Fund	778,669,772	62%	764,333,380	14,336,392	2%
Food Service Fund	26,424,164	2%	24,638,125	1,786,039	7%
Special Revenue Fund (1)	-	0%	-	-	-
Special Revenue - Education Stabilization Fund (1)	-	0%	-	-	-
Internal Service Fund	75,986,993	6%	63,311,614	12,675,379	20%
Private-Purpose Trust Fund	85,308	0%	60,079	25,229	42%
Total Fund:	**$ 1,250,027,858**	**100%**	**$ 1,163,587,342**	**$ 86,440,517**	**7%**

The total fund balance increased $86 million (7%).

Fund Balance Increases

The fund balance for the General Fund had an increase of 16% due to an increase in local revenue sources, a higher beginning fund balance and transfers in. The Debt Service Fund had an increase of 26% due to a lower principal and interest expenditures, and higher transfers into debt. The Capital Project Fund had an increase of 2% due to the decrease in expenditures and higher beginning fund balance. Food Service Fund increased 7% due to an increase in revenues and lower expenditures. Internal Service Fund had an increase of 20% due to an increase in premium revenue and a higher beginning fund balance. Private Purpose Trust 42% increase is due to the receipt of donations and a higher beginning fund balance.

Fund Balances – General Fund

General Fund Balance current year-to-date comparison to prior year:

Fund Balance:	5/31/2026	5/31/2025	Dollar Change	Percent Change
Nonspendable	$ 6,170,181	$ 7,852,874	$ (1,682,693)	-21%
Restricted	11,293,276	28,343,304	(17,050,028)	-60%
Assigned	100,432,526	82,401,812	18,030,714	22%
Unassigned	160,010,353	120,207,444	39,802,909	33%
Total Fund Balance:	**$ 277,906,335**	**$ 238,805,434**	**$ 39,100,902**	**16%**

The General Fund total fund balance increased by 16% compared to the prior year due to a higher beginning fund balance. The General Fund's restricted fund balance decreased as a result of lower revenue received from the state. The assigned fund balance increased mainly due to local revenue sources (1-mil, fees, interest, and property taxes). The unassigned fund balance increased due to an increase in revenues from local sources.

DISTRICT SCHOOL BOARD OF DUVAL COUNTY
MONTHLY FINANCIAL ANALYSIS REPORT
For the Month Ended May 31, 2026

Monthly Cash and Investments Report

For the period ended May 31, 2026, the district's cash and investment accounts, year-to-date investment income, and prior-year investment income are as follows:

Description		Maturity	Balance	% of Total	Investment Income For Months Ended May 31, 2026	Investment Income For the Fiscal Year Ended June 30, 2025
Cash:						
Bank of America Overnight and Cash on Hand (QPD)	**Total (3)**	Daily	**$25,894,400**	**1.5%**	$1,220,409	**$ 1,690,325**
Cash Held by Fiscal Agent:						
Scholarship Programs (Gear-Up)		N/A	$13,562	0.0%	$ 385	$ 502
FSA Checking Account with FBMC Benefits Management, Inc. (TPA)		N/A	710,376	0.0%	-	-
Deposit with Third Parties		N/A	290,000	0.0%	-	-
2025 Audit Adjustment		N/A	412,529,929	23.6%	-	-
	Total (3)		**$413,543,868**	**23.6%**	**$ 385**	**$ 502**
Directly Held Investments:						
Florida Prime (LGIP) *		Daily	$ 401,834,143	22.9%	$12,052,835	$ 12,088,198
Goldman Sachs Financial Square Government Fund #465 (MMF)		Daily	300,000,000	17.1%	7,896,867	10,373,024
State of Florida Special Purpose Investment Account (TIP) *		Daily	195,179,337	11.1%	5,717,916	5,214,800
	Total (4)		**$ 897,013,480**	**51.2%**	**$25,667,618**	**$ 27,676,022**
Investments Held by Fiscal Agent (Bank of New York Mellon):						
Cash & Money Market Funds (1)		Daily	$ 371,518,009	21.2%	$13,107,739	$ 22,397,570
Governmental Agencies (2)		Various	43,090,952	2.5%	-	-
8038-CP Interest		Various	-	0.0%	-	-
	Total (4)		**$ 414,608,962**	**23.7%**	**$ 13,107,739**	**$ 22,397,570**
Total Cash and Investments			**$1,751,060,708**	**100.0%**	**$39,996,151**	**$ 51,764,418**
		(3) Managed Income			**$ 26,888,027**	**$ 29,366,347**
		(2) Average Managed Investments			**$ 1,235,973,627**	**$ 694,056,491**
Notes:		(2) Yield on Managed Investments			**2.18%**	**4.23%**

(1) Includes: COPs Project & COI Account (Bank of New York Mellon)

(2) Governmental Agencies held to fund FDA's related to the following Debt Series:

	Cost
2010 A QSCB Sinking Fund; $13,635,000 United States Treasury Strip Coupon Due 05/15/2027	$ 18,464,859
2012 QZAB Sinking Fund; $695,000 US Treasury SLGS Due 07/01/2027	695,000
2014B QZAB Sinking Fund; $13,632,000 US Treasury Strip Coupon Due 05/15/2028	23,931,093
Total Governmental Agencies	$ 43,090,952

(3) This calculation encompasses only invested funds and related investment income directly controlled by the District. Excluded from this calculation are funds and related income held by various Trustees who administer debt financing, workers compensation, and health benefits program on behalf of the District.

Definitions:

COI - Cost of Issuance
COPs - Certificate of Participation
FDA - Forward Delivery Agreement
FSA - Flexible Spending Account
LGIP - Local Government Investment Pool
MMF - Money Market Value Fund
SLGS - State and Local Government Series
TIP - Treasury Investment Pool
TPA - Third Party Administrator
QPD - Qualified Public Depository
QSCB - Qualified School Construction Bond
QZAB - Qualified Zone Academy Bonds

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	General	Debt Service	Capital Projects	Food Service	Special Revenue Other	Special Revenue Education Stabilization	Internal Service	Private-Purpose Trust	Total
ASSETS									
Cash	41,504,795	56,901,208	354,254,677	(38,673)	-	-	995,722	13,562	453,631,290
Accounts Receivable, Net	22,304	-	103,170	67,684		-		-	193,158
Inventories	6,026,295	-		720,301	28,045		-	-	6,774,641
Investments	245,373,123	36,151,697	467,954,906	32,936,741		2,314,493	103,319,998	72,570	888,123,528
Due From Other Funds (1)	69,473,315	-					-		69,473,315
Due From Excess Insurers, Net		-					121,672	-	121,672
Due From Other Agencies	1,833,871	70,473	885,683	5,207,184	27,579,778	-	-		35,576,989
Total Assets	**364,233,704**	**93,123,377**	**823,198,435**	**38,893,237**	**27,607,822**	**2,314,493**	**104,437,392**	**86,132**	**1,453,894,592**
LIABILITIES AND FUND BALANCES									
Liabilities:									
Salaries/Benefits/Payroll Taxes Payable	36,631,744	-		-	300		-	-	36,632,044
Accounts Payable	44,639,067	-	638,483	12,334,637	4,091,929	15,040	32,563	825	61,752,543
Construction Contracts Payable	263,106	-	3,698,893			-		-	3,961,999
Due to Other Agencies	-				86,775	-	300,033	-	386,808
Due to Other Funds (1)	2,637,808	2,168,091	39,263,999		23,426,940	1,976,477		-	69,473,315
Payroll Deductions/Withholdings Payable	-	-			-	-	780,664	-	780,664
Sales Tax Payable	-	-		8			-	-	8
Estimated Insurance Claims Payable		-				-	27,335,751	-	27,335,751
Unearned Revenue	2,155,644	-	927,289	134,428	1,878	322,976	1,388	-	3,543,603
Total Liabilities	86,327,369	2,168,091	44,528,663	12,469,073	27,607,822	2,314,493	28,450,399	825	203,866,734
Fund Balances:									
Ending Fund Balances:					-				
Nonspendable	6,170,181	-	-	720,301	-	-	-	-	6,890,481
Restricted	11,293,276	90,955,287	778,669,772	25,703,863	-		-		906,622,197
Assigned	100,432,526	-	-	-	-	-	-	-	100,432,526
Unassigned	160,010,353		-		-	-	-	-	160,010,353
Unrestricted	-	-	-	-	-	-	75,986,993	85,308	76,072,301
Total Fund Balances	**277,906,335**	**90,955,287**	**778,669,772**	**26,424,164**	**-**	**-**	**75,986,993**	**85,308**	**1,250,027,858**
Total Liabilities and Fund Balances	**364,233,704**	**93,123,377**	**823,198,435**	**38,893,237**	**27,607,822**	**2,314,493**	**104,437,392**	**86,132**	**1,453,894,592**

Investment in Capital Assets	78,121,764	-	2,714,360,051	46,425,493	21,020,279	23,753,014		-	2,883,680,600
Accumulated Depreciation	(61,672,215)	-	(1,412,085,523)	(36,456,655)	(17,715,202)	(15,624,075)			(1,543,553,671)
Net Investment in Capital Assets	16,449,549	-	1,302,274,528	9,968,838	3,305,077	8,128,938		-	1,340,126,930

(1) Fund balance classifications are based on the most current information available.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
For the Period Ending May 31, 2026

	Fund Types									
	General	**Debt Service**	**Capital Projects**	**Food Service**	**Special Revenue**	**Special Revenue Education Stabilization**	**Internal Service**	**Private-Purpose Trust**	**Total**	**% of Total**
REVENUES										
Federal Direct Sources	1,931,781	520,804	-	-	4,974,124	-	-	-	7,426,709	0%
Federal Through State Sources	6,767,457		-	64,109,666	109,974,944	1,889,628	-	-	182,741,696	10%
State Sources	631,104,090	-	21,312,473	702,286	-	-	-	-	653,118,849	35%
Local Sources	617,710,599	1,458,391	294,194,457	4,536,822	97,789	835,774	123,362,166	10,015	1,042,206,012	55%
Total Revenues	**1,257,513,927**	**1,979,195**	**315,506,930**	**69,348,774**	**115,046,857**	**2,725,402**	**123,362,166**	**10,015**	**1,885,493,266**	**100%**
EXPENDITURES - BY FUNCTION (2)										
INSTRUCTION	809,974,674	-	-	-	54,559,377	1,874,628	-	-	866,408,679	49%
INSTRUCTIONAL SUPPORT:						-				
Student Personnel Services	63,032,930		-	-	28,491,979	-	-	-	91,524,910	5%
Instructional Media Services	5,902,960	-	-	-	660,568	-	-	-	6,563,528	0%
Instruction and Curriculum Development	13,959,412	-	-	-	11,664,459	-	-	-	25,623,871	1%
Instructional Staff Training	7,403,181	-	-	-	13,828,630	-	-	-	21,231,811	1%
Instruction Related Technology	10,356,713	-	-	-	6,223	-	-	-	10,362,936	1%
GENERAL SUPPORT SERVICES:						-			-	
School Board	3,074,438	-	-	-	-	-	-	-	3,074,438	0%
General Administration	2,343,694	-	-	-	3,008,918	-	-	-	5,352,612	0%
School Administration	67,988,959	-	-	-	692,951	-	-	-	68,681,910	4%
Facilities Acquisition and Construction	35,279,193	-	155,774,699	-	-	-	-	-	191,053,892	11%
Fiscal Services	5,930,347	-	-	-	-	-	-	-	5,930,347	0%
Food Services	-	-	-	67,770,632	-	-	-	-	67,770,632	4%
Central Services	23,266,207	-	-	-	186,519	-	117,832,461	-	141,285,187	8%
Pupil Transportation Services	62,889,329	-	-	-	1,972,158	-	-	-	64,861,487	4%
Operation of Plant	80,970,203	-	-	-	-	15,000	-	-	80,985,203	5%
MAINTENANCE OF PLANT	26,908,539	-	-	-	-	-	-	-	26,908,539	2%
ADMINISTRATIVE TECHNOLOGY SERVICES	7,895,388	-	-	-	4,955	-	-	-	7,900,343	0%
COMMUNITY SERVICES	757,625	-	-	-	-	-	-	-	757,625	0%
DEBT SERVICE	-	77,243,513	-	-	-	-	-	-	77,243,513	4%
Total Expenditures	**1,227,933,793**	**77,243,513**	**155,774,699**	**67,770,632**	**115,076,738**	**1,889,628**	**117,832,461**	**-**	**1,763,521,464**	**100%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**29,580,134**	**(75,264,318)**	**159,732,231**	**1,578,142**	**(29,881)**	**835,774**	**5,529,704**	**10,015**	**121,971,802**	
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	50,755	-	1,320,110	1,300	-	-	57,342	-	1,429,507.18	
Payments to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-	
Transfers In	50,899,493	17,981,125	9,507,944	211,082	29,881	-	22,266,225	-	100,895,749.34	
Transfers Out	(15,685,142)	-	(62,003,793)	(85,441)	-	(835,774)	(22,285,599)		(100,895,749.34)	
Total Other Financing Sources (Uses)	**35,265,106**	**17,981,125**	**(51,175,739)**	**126,941**	**29,881**	**(835,774)**	**37,968**	**-**	**1,429,507**	
FUND BALANCES										
Net Change in Fund Balances	64,845,240	(57,283,193)	108,556,493	1,705,083	-	-	5,567,672	10,015	123,401,309	
Fund Balances, Beginning: (3)										
Nonspendable	7,156,756	-	-	775,446	-	-	-	-	7,932,202	
Restricted	30,248,244	148,238,480	670,113,279	23,943,635	-	-	-	-	872,543,638	
Assigned	53,514,479	-	-	-	-	-	-	-	53,514,479	
Unassigned	122,141,616	-	-	-	-	-	-	-	122,141,616	
Unrestricted		-	-	-	-	-	70,419,321	75,293	70,494,614	
Fund Balances, Ending	**277,906,335**	**90,955,287**	**778,669,772**	**26,424,164**	**-**	**-**	**75,986,993**	**85,308**	**1,250,027,858**	

(2) These expenditures by function are the same expenditures as presented on the next page by object.
(3) Beginning fund balances per the audited financial statements as of June 2024.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
For the Period Ending May 31, 2026

	Fund Types								
	General	**Debt Service**	**Capital Projects**	**Food Service**	**Special Revenue**	**Special Revenue Education Stabilization**	**Internal Service**	**Private-Purpose Trust**	**Total**
REVENUES									
Federal Direct Sources	1,931,781	520,804	-	-	4,974,124	-	-	-	7,426,709
Federal Through State Sources	6,767,457	-	-	64,109,666	109,974,944	1,889,628	-	-	182,741,696
State Sources	631,104,090	-	21,312,473	702,286	-	-	-	-	653,118,849
Local Sources	617,710,599	1,458,391	294,194,457	4,536,822	97,789	835,774	123,362,166	10,015	1,042,206,012
Total Revenues	**1,257,513,927**	**1,979,195**	**315,506,930**	**69,348,774**	**115,046,857**	**2,725,402**	**123,362,166**	**10,015**	**1,885,493,266**
EXPENDITURES - BY OBJECT (4)									
Salaries	542,894,982	-	-	1,232,644	52,926,864	1,599,426	599,534	-	599,253,450
Employee Benefits	194,908,445	-	-	489,352	20,472,027	269,423	237,522	-	216,376,769
Purchased Services	415,921,592	-	-	54,208,568	32,338,803	10,326	4,700,396	-	507,179,685
Energy Services	18,342,450	-	-	476,460	246	-		-	18,819,156
Materials and Supplies	12,627,541	-	-	5,956,824	3,964,546	10,325	12,225	-	22,571,461
Capital Outlay	16,141,523	-	155,774,699	3,716,966	1,694,618	-	-	-	177,327,806
Other Expenditures	27,097,260	77,243,513	-	1,689,818	3,679,634	129	112,282,784	-	221,993,137
Total Expenditures	**1,227,933,793**	**77,243,513**	**155,774,699**	**67,770,632**	**115,076,738**	**1,889,628**	**117,832,461**	**-**	**1,763,521,464**
OTHER FINANCING SOURCES (USES)									
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	50,755	-	1,320,110	1,300	-	-	57,342	-	1,429,507
Payments to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-
Transfers In	50,899,493	17,981,125	9,507,944	211,082	29,881	-	22,266,225	-	100,895,749
Transfers Out	(15,685,142)	-	(62,003,793)	(85,441)	-	(835,774)	(22,285,599)	-	(100,895,749)
Total Other Financing Sources (Uses)	**35,265,106**	**17,981,125**	**(51,175,739)**	**126,941**	**29,881**	**(835,774.00)**	**37,968**	**-**	**1,429,507**
FUND BALANCES									
Net Change in Fund Balances	64,845,240	(57,283,193)	108,556,493	1,705,083	-	-	5,567,672	10,015	123,401,309
Fund Balances, Beginning: (5)									
Nonspendable	7,156,756	-	-	775,446	-	-	-	-	7,932,202
Restricted	30,248,244	148,238,480	670,113,279	23,943,635	-	-	-	-	872,543,638
Assigned	53,514,479	-	-	-	-	-	-	-	53,514,479
Unassigned	122,141,616	-	-	-	-	-	-	-	122,141,616
Unrestricted		-	-	-	-	-	70,419,321	75,293	70,494,614
Fund Balances, Ending	**277,906,335**	**90,955,287**	**778,669,772**	**26,424,164**	**-**	**-**	**75,986,993**	**85,308**	**1,250,027,858**

(4) These expenditures by object are the same expenditures as presented on the previous page by function.
(5) Beginning fund balances per the audited financial statements as of June 2024.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	General Fund						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
REVENUES							
Federal Direct Sources	1,019,147	1,019,147	1,931,781	190%	2,807,893	(876,112)	-31%
Federal Through State Sources	2,000,000	2,886,706	6,767,457	234%	3,243,369	3,524,088	109%
State Sources	701,879,377	699,085,816	631,104,090	90%	649,625,832	(18,521,742)	-3%
Local Sources	610,277,916	628,255,453	617,710,599	98%	578,003,980	39,706,619	7%
Total Revenues	**1,315,176,440**	**1,331,247,122**	**1,257,513,927**	**94%**	**1,233,681,074**	**23,832,853**	**2%**
EXPENDITURES - BY FUNCTION (6)							
Instruction	977,195,115	965,936,589	809,974,674	84%	782,567,807	27,406,867	4%
Student Personnel Services	96,559,287	73,618,597	63,032,930	86%	59,664,317	3,368,613	6%
Instructional Media Services	5,274,267	6,766,177	5,902,960	87%	5,197,948	705,012	14%
Instruction and Curriculum Development	18,813,241	21,365,428	13,959,412	65%	15,499,547	(1,540,135)	-10%
Instructional Staff Training	4,670,440	10,470,031	7,403,181	71%	7,234,404	168,777	2%
Instruction Related Technology	11,864,800	12,167,002	10,356,713	85%	9,731,400	625,313	6%
School Board	6,560,620	6,779,797	3,074,438	45%	5,644,884	(2,570,446)	-46%
General Administration	3,403,479	3,736,345	2,343,694	63%	3,502,848	(1,159,154)	-33%
School Administration	68,025,901	89,004,580	67,988,959	76%	68,198,692	(209,733)	0%
Facilities Acquisition and Construction	40,835,461	52,673,974	35,279,193	67%	30,263,371	5,015,822	17%
Fiscal Services	6,741,978	6,990,383	5,930,347	85%	5,738,166	192,181	3%
Central Services	41,496,928	31,523,827	23,266,207	74%	23,493,982	(227,775)	-1%
Pupil Transportation Services	75,065,919	90,641,817	62,889,329	69%	61,313,171	1,576,158	3%
Operation of Plant	101,250,141	106,519,996	80,970,203	76%	79,341,924	1,628,279	2%
Maintenance of Plant	31,461,001	31,500,858	26,908,539	85%	26,950,606	(42,067)	0%
Administrative Technology Services	11,474,040	11,074,598	7,895,388	71%	7,097,278	798,110	11%
Community Services	1,056,044	1,051,329	757,625	72%	1,163,637	(406,012)	-35%
Total Expenditures	**1,501,748,662**	**1,521,821,326**	**1,227,933,793**	**81%**	**1,192,603,981**	**35,329,812**	**3%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(186,572,222)**	**(190,574,205)**	**29,580,134**		**41,077,093**	**(11,496,959)**	**-28%**
OTHER FINANCING SOURCES (USES)							
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	-	50,755	50,755		210,650	(159,895)	-76%
Transfers In	47,975,602	68,039,068	50,899,493		26,018,864	24,880,629	96%
Transfers Out	(217,608)	(15,859,927)	(15,685,142)		(157,448)	(15,527,694)	9862%
Total Other Financing Sources (Uses)	**47,757,994**	**52,229,896**	**35,265,106**		**26,072,066**	**9,193,040**	**35%**
Net Change in Fund Balances	**(138,814,228)**	**(138,344,308)**	**64,845,240**		**67,149,159**	**(2,303,919)**	**-3%**
Fund Balances, Beginning	217,232,276	215,732,005	213,061,095		171,656,274	41,404,821	24%
Fund Balances, Ending	**78,418,049**	**77,387,696**	**277,906,335**		**238,805,434**	**39,100,901**	**16%**

(6) These expenditures by function are the same expenditures as presented on the next page by object.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	General Fund						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
Salaries	584,680,096	602,025,731	542,894,982	90%	517,152,061	25,742,921	5%
Employee Benefits	203,761,499	221,116,296	194,908,445	88%	186,082,275	8,826,170	5%
Purchased Services	522,270,580	538,279,790	415,921,592	77%	409,792,940	6,128,652	1%
Energy Services	24,275,177	24,037,158	18,342,450	76%	17,161,978	1,180,472	7%
Materials and Supplies	117,352,381	68,238,438	12,627,541	19%	23,975,160	(11,347,619)	-47%
Capital Outlay	26,544,499	36,516,588	16,141,523	44%	9,359,645	6,781,878	72%
Other Expenditures	22,864,430	31,607,324	27,097,260	86%	29,079,923	(1,982,663)	-7%
Total Expenditures	**1,501,748,662**	**1,521,821,326**	**1,227,933,793**	**81%**	**1,192,603,981**	**35,329,812**	**3%**

(7) These expenditures by object are the same expenditures as presented on the previous page by function.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Debt Service						
	Annual Budgeted Amounts						
	Original FY 2025-2026	*Current FY 2025-2026*	Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
REVENUES							
Federal Direct Sources	-	-	520,804	0%	1,357,446	(836,642)	-62%
State Sources	-	-	-	0%	-	-	0%
Local Sources	2,217	13,766	1,458,391	10594%	1,672,034	(213,643)	-13%
Total Revenues	**2,217**	**13,766**	**1,979,195**	14377%	**3,029,480**	**(1,050,285)**	**-35%**
EXPENDITURES - BY FUNCTION AND OBJECT (8)							
Debt Service:							
Principal	93,444,547	93,444,547	43,506,547	47%	46,139,486	(2,632,939)	-6%
Interest	51,062,173	51,062,173	33,703,066	66%	38,029,939	(4,326,873)	-11%
Fees	114,033	138,583	33,900	24%	84,539	(50,639)	-60%
Total Expenditures	**144,620,753**	**144,645,303**	**77,243,513**	**53%**	**84,253,963**	**(7,010,450)**	**-8%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(144,618,537)**	**(144,631,537)**	**(75,264,318)**		**(81,224,483)**	**5,960,165**	**-7%**
OTHER FINANCING SOURCES (USES)							
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	-	-	-		-	-	0%
Payments to Refunded Bond Escrow Agent	-	-	-		-	-	0%
Transfers In	93,167,705	93,180,705	17,981,125		9,357,957	8,623,168	92%
Total Other Financing Sources (Uses)	**93,167,705**	**93,180,705**	**17,981,125**		**9,357,957**	**8,623,168**	**92%**
Net Change in Fund Balances	**(51,450,832)**	**(51,450,832)**	**(57,283,193)**		**(71,866,526)**	**14,583,333**	**-20%**
Fund Balances, Beginning	148,165,395	148,238,480	148,238,480		144,305,236	3,933,244	3%
Fund Balances, Ending	**96,714,564**	**96,787,648**	**90,955,287**		**72,438,710**	**18,516,577**	**26%**

(8) In the debt service funds, all expenditures are function 9200 debt service/object 700.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Capital Projects						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
REVENUES							
State Sources	22,337,190	26,087,190	21,312,473	82%	20,227,740	1,084,733	5%
Local Sources	338,078,687	338,078,687	294,194,457	87%	300,187,800	(5,993,343)	-2%
Total Revenues	**360,415,877**	**364,165,877**	**315,506,930**	**87%**	**320,415,541**	**(4,908,611)**	**-2%**
EXPENDITURES - BY FUNCTION AND OBJECT (9)							
Facilities Acquisition and Construction:							
Library Books	930	160,817	159,881	99%	101,250	58,631	58%
Buildings and Fixed Equipment	150,217,259	222,194,722	13,204,517	6%	86,919,189	(73,714,672)	-85%
Furniture, Fixtures, and Equipment	53,721,621	39,501,411	31,691,846	80%	32,280,318	(588,472)	-2%
Motor Vehicles	1,978,329	2,228,329	1,419,428	64%	369,759	1,049,669	284%
Land	147,551	7,654,857	7,542,568	99%	23,919	7,518,649	31434%
Improvements Other Than Buildings	32,529,165	20,755,310	7,898,788	38%	11,529,468	(3,630,680)	-31%
Remodeling and Renovations	430,258,801	485,610,879	47,681,939	10%	72,610,241	(24,928,302)	-34%
Computer Software	19,156,452	24,289,755	20,378,038	84%	17,163,668	3,214,370	19%
Charter School Capital Outlay Sales Tax (10)	41,619,168	39,649,967	25,797,694	65%	34,666,767	(8,869,073)	-26%
Total Facilities Acquisition & Construction	**729,629,276**	**842,046,047**	**155,774,699**	**18%**	**255,664,579**	**(99,889,880)**	**-39%**
Debt Service:							
Fees	17,380,523	20,496,475	-	0%	-	-	0%
Total Debt Service	**17,380,523**	**20,496,475**	**-**	**0%**	**-**	**-**	**0%**
Total Expenditures	**747,009,799**	**862,542,522**	**155,774,699**	**18%**	**255,664,580**	**(99,889,881)**	**-39%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(386,593,922)**	**(498,376,645)**	**159,732,231**		**64,750,961**	**94,981,270**	**147%**
OTHER FINANCING SOURCES (USES)							
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	-	1,262,152	1,320,110		31,193	1,288,917	4132%
Transfers In	-	9,507,944	9,507,944		-	9,507,944	0%
Transfers Out	(138,893,307)	(152,178,390)	(62,003,793)		(34,485,672)	(27,518,121)	80%
Total Other Financing Sources (Uses)	**(138,893,307)**	**(141,408,294)**	**(51,175,739)**		**(34,454,479)**	**(16,721,260)**	**49%**
Net Change in Fund Balances	**(525,487,229)**	**(639,784,939)**	**108,556,493**		**30,296,482**	**78,260,011**	**258%**
Fund Balances as adjusted for audit, Beginning	752,468,732	769,153,309	670,113,279		734,036,898	(63,923,619)	-9%
Fund Balances, Ending	**226,981,503**	**129,368,371**	**778,669,772**		**764,333,380**	**14,336,392**	**2%**

(9) In the capital projects funds, all expenditures are function 7400.

(10) Expenditures for Charter School Capital Outlay Sales Tax, Object Code 795.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Food Service						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
REVENUES							
Federal Through State Sources	74,579,196	75,580,446	64,109,666	85%	65,843,812	(1,734,146)	-3%
State Sources	837,918	837,918	702,286	84%	716,605	(14,319)	-2%
Local Sources	3,550,000	3,550,000	4,536,822	128%	2,515,781	2,021,041	80%
Total Revenues	**78,967,114**	**79,968,364**	**69,348,774**	**87%**	**69,076,198**	**272,576**	**0%**
EXPENDITURES - BY FUNCTION AND OBJECT (11)							
Food Service:							
Salaries	1,822,878	1,976,647	1,232,644	62%	1,179,200	53,443	5%
Employee Benefits	695,849	722,115	489,352	68%	462,745	26,607	6%
Purchased Services	59,503,394	61,292,064	54,208,568	88%	59,874,825	(5,666,257)	-9%
Energy Services	1,045,322	1,044,322	476,460	46%	591,199	(114,740)	-19%
Materials and Supplies	5,085,404	6,497,471	5,956,824	92%	5,671,720	285,104	5%
Capital Outlay	5,547,449	4,547,769	3,716,966	82%	3,340,679	376,287	11%
Other Expenditures	3,000,000	1,700,000	1,689,818	99%	1,558,566	131,252	8%
Total Expenditures	**76,700,296**	**77,780,387**	**67,770,632**	**87%**	**72,678,936**	**(4,908,303)**	**-7%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**2,266,818**	**2,187,976**	**1,578,142**		**(3,602,738)**	**5,180,879**	**-144%**
OTHER FINANCING SOURCES (USES)							
Long-term Debt Proceeds, Sale of Capital Assets, Loss Recoveries	-		1,300		-	1,300	0%
Transfers In	172,056	371,082	211,082		47,084	163,998	348%
Transfers Out	(2,250,000)	(2,250,000)	(85,441)		(810,922)	725,481	-89%
Total Other Financing Sources (Uses)	**(2,077,944)**	**(1,878,918)**	**126,941**		**(763,838)**	**890,779**	**-117%**
Net Change in Fund Balances	**188,874**	**309,058**	**1,705,083**		**(4,366,576)**	**6,071,658**	**-139%**
Fund Balances, Beginning	24,839,264	24,719,081	24,719,081		29,004,701	(4,285,620)	-15%
Fund Balances, Ending	**25,028,139**	**25,028,139**	**26,424,164**		**24,638,125**	**1,786,038**	**7%**

(11) In the food service funds, all expenditures are function 7600 food service, except for amounts spent on Capital Outlay, which are function 9300.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Special Revenue - Other						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
REVENUES							
Federal Direct Sources	8,834,323	14,192,536	4,974,124	35%	5,549,364	(575,240)	-10%
Federal Through State Sources	148,386,262	155,193,169	109,974,944	71%	117,193,675	(7,218,731)	-6%
State Sources	-	-	-	0%	-	-	0%
Local Sources			97,789	0%	13,173		642%
Total Revenues	**157,220,585**	**169,385,705**	**115,046,857**	**68%**	**122,756,212**	**(7,709,355)**	**-6%**
EXPENDITURES - BY FUNCTION (12)							
Instruction	84,784,772	82,297,321	54,559,377	66%	59,516,272	(4,956,895)	-8%
Student Personnel Services	35,502,331	38,514,299	28,491,979	74%	31,377,101	(2,885,122)	-9%
Instructional Media Services	818,734	868,999	660,568	76%	1,119,915	(459,347)	-41%
Instruction and Curriculum Development	14,552,194	16,164,128	11,664,459	72%	9,984,905	1,679,554	17%
Instructional Staff Training	16,833,929	22,219,409	13,828,630	62%	14,388,650	(560,020)	-4%
Instruction Related Technology	607,452	592,965	6,223	1%	710,001	(703,778)	-99%
School Board	40,367	31,759	-		-	-	0%
General Administration	2,377,166	4,195,019	3,008,918	72%	2,567,685	441,233	17%
School Administration	728,710	870,137	692,951	80%	1,293,989	(601,038)	-46%
Facilities Acquisition and Construction	1	1	-	0%	142,821	(142,821)	-100%
Food Services	268,677	459,530	-		-	-	0%
Central Services	566,221	3,063,328	186,519	6%	213,988	(27,469)	-13%
Pupil Transportation Services	52,193	48,734	1,972,158	4047%	1,447,181	524,977	36%
Administrative Technology Services	104,415	104,415	4,955	0%	23,842	(18,887)	-79%
Community Services	28,974	327	-	0%	-	-	0%
Total Expenditures	**157,266,137**	**169,430,371**	**115,076,738**	**68%**	**122,786,350**	**(7,709,612)**	**-6%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(45,552)**	**(44,666)**	**(29,881)**		**(30,138)**	**257**	**-1%**
OTHER FINANCING SOURCES (USES)							
Transfers In	45,552	44,666	29,881		30,138	(257)	-1%
Transfers Out		-	-		-	-	0%
Total Other Financing Sources (Uses)	**45,552**	**44,666**	**29,881**		**30,138**	**(257)**	**-1%**
Net Change in Fund Balances	**-**	**-**	**-**		**-**	**-**	**0%**
Fund Balances, Beginning	-	-	-		-	-	0%
Fund Balances, Ending	**-**	**-**	**-**		**-**	**-**	**0%**

(12) These expenditures by function are the same expenditures as presented on the next page by object.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Special Revenue - Other						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current* FY 2025-2026					
EXPENDITURES - BY OBJECT (13)							
Salaries	66,894,238	66,379,725	52,926,864	80%	60,230,223	(7,303,359)	-12%
Employee Benefits	29,241,509	27,630,576	20,472,027	74%	22,587,550	(2,115,523)	-9%
Purchased Services	38,522,662	53,497,894	32,338,803	60%	30,641,093	1,697,710	6%
Energy Services	1,395	1,074	246	0%	40	206	516%
Materials and Supplies	16,898,030	12,176,262	3,964,546	33%	4,165,653	(201,107)	-5%
Capital Outlay	3,093,180	4,399,081	1,694,618	39%	2,016,934	(322,316)	-16%
Other Expenditures	2,615,123	5,345,758	3,679,634	69%	3,144,856	534,778	17%
Total Expenditures	**157,266,137**	**169,430,371**	**115,076,738**	**68%**	**122,786,347**	**(7,709,609)**	**-6%**

(13) These expenditures by object are the same expenditures as presented on the previous page by function.

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DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Special Revenue - Federal Education Stabilization						
	Annual Budgeted Amounts		Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
	Original FY 2025-2026	*Current FY 2025-2026*					
REVENUES							
Federal Direct Sources	-	-	-	0%	-	-	0%
Federal Through State Sources	1,447,214	2,248,428	1,889,628	84%	23,738,661	(21,849,033)	-92%
State Sources	-	-	-	0%	-	-	0%
Local Sources	-	835,774	835,774	0%	-	835,774	0%
Total Revenues	**1,447,214**	**3,084,202**	**2,725,402**	**88%**	**23,738,661**	**(21,013,259)**	**-89%**
EXPENDITURES - BY FUNCTION (14)							
Instruction	1,334,534	2,233,428	1,874,628	84%	19,218,999	(17,344,371)	-90%
Student Personnel Services	-	-	-	0%	1,038,852	(1,038,852)	-100%
Instructional Media Services	-	-	-	0%	0	-	0%
Instruction and Curriculum Development	-	-	-	0%	336,114	(336,114)	-100%
Instructional Staff Training	-	-	-	0%	267,000	(267,000)	-100%
Instruction Related Technology	-	-	-	0%	2,885	(2,885)	-100%
School Board	-	-	-	0%	-	-	0%
General Administration	-	-	-	0%	396,670	(396,670)	-100%
School Administration	-	-	-	0%	48,761	(48,761)	-100%
Facilities Acquisition and Construction	-	-	-	0%	545,797	(545,797)	-100%
Food Services	112,680	-	-	0%	-	-	0%
Central Services	-	-	-	0%	55,137	(55,137)	-100%
Pupil Transportation Services	-	-	-	0%	1,385,805	(1,385,805)	-100%
Operation of Plant	-	15,000	15,000	0%	442,640	(427,640)	-97%
Administrative Technology Services	-	-	-		1	(1)	-100%
Community Services	-	-	-		0	-	0%
Total Expenditures	**1,447,214**	**2,248,428**	**1,889,628**	**84%**	**23,738,661**	**(21,849,033)**	**-92%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(0)**	**835,774**	**835,774**		**-**	**835,774**	**0%**
OTHER FINANCING SOURCES (USES)							
Transfers In	-	-	-		-	-	0%
Transfers Out	-	(835,774)	(835,774)		-	(835,774)	0%
Total Other Financing Sources (Uses)	**-**	**(835,774)**	**(835,774)**		**-**	**(835,774)**	**0%**
Net Change in Fund Balances	**(0)**	**-**	**-**		**-**	**-**	**0%**
Fund Balances, Beginning	-	-	-		-	-	0%
Fund Balances, Ending	**(0)**	**-**	**-**		**-**	**-**	**0%**

(14) These expenditures by function are the same expenditures as presented on the next page by object.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Special Revenue - Federal Education Stabilization						
	Annual Budgeted Amounts						
	Original FY 2025-2026	*Current FY 2025-2026*	Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
EXPENDITURES - BY OBJECT (15)							
Salaries	131,381	1,898,055	1,599,426	84%	7,528,113	(5,928,687)	-79%
Employee Benefits	32,182	329,594	269,423	82%	2,973,760	(2,704,337)	-91%
Purchased Services	15,703	10,326	10,326	100%	9,903,260	(9,892,934)	-100%
Energy Services	-	-		0%	79,836	(79,836)	-100%
Materials and Supplies	1,042,879	10,325	10,325	100%	640,535	(630,210)	-98%
Capital Outlay	224,878	-	-	0%	2,075,785	(2,075,785)	-100%
Other Expenditures	192	129	129	0%	537,373	(537,244)	-100%
Total Expenditures	**1,447,214**	**2,248,428**	**1,889,628**	**84%**	**23,738,661**	**(21,849,033)**	**-92%**

(15) These expenditures by object are the same expenditures as presented on the previous page by function.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Internal Service						
	Annual Budgeted Amounts						
	Original FY 2025-2026	*Current FY 2025-2026*	Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
REVENUES							
Local Sources	134,518,000	134,522,315	123,362,166	92%	118,821,055	4,541,111	4%
Total Revenues	**134,518,000**	**134,522,315**	**123,362,166**	**92%**	**118,821,055**	**4,541,111**	**4%**
EXPENDITURES - BY FUNCTION AND OBJECT (16)							
Central Services:						-	0%
Salaries	591,109	969,968	599,534	62%	450,315	149,219	33%
Employee Benefits	240,816	395,373	237,522	60%	183,240	54,282	30%
Purchased Services	10,965,126	11,346,265	4,700,396	41%	5,105,130	(404,734)	-8%
Materials and Supplies	5,000	29,729	12,225	41%	55,547	(43,322)	-78%
Capital Outlay	256	256	-	0%	1,488	(1,488)	-100%
Claims Expenditures	123,654,783	146,237,661	112,282,784	77%	112,836,511	(553,727)	0%
Total Expenditures	**135,457,090**	**158,979,252**	**117,832,461**	**74%**	**118,632,231**	**(799,770)**	**-1%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(939,090)**	**(24,456,937)**	**5,529,704**		**188,824**	**5,340,880**	**2828%**
OTHER FINANCING SOURCES (USES)							
Loss Recoveries	162,000	162,000	57,342		220,192	(162,850)	-74%
Transfers In	-	22,266,225	22,266,225		27,824,385	(5,558,160)	-20%
Transfers Out	-	(22,285,599)	(22,285,599)		(27,824,385)	5,538,786	-20%
Total Other Financing Sources (Uses)	**162,000**	**142,626**	**37,968**		**220,192**	**(182,224)**	**-83%**
Net Change in Fund Balances	**(777,090)**	**(24,314,311)**	**5,567,672**		**409,016**	**5,158,656**	**1261%**
Fund Balances, Beginning	70,492,408	70,419,323	70,419,321		62,902,598	7,516,723	12%
Fund Balances, Ending	**69,715,318**	**46,105,012**	**75,986,993**		**63,311,614**	**12,675,379**	**20%**

(16) In the internal service funds, all expenditures are function 7700 central services.

DUVAL COUNTY SCHOOL BOARD
Combining Balance Sheet
As of May 31, 2026

	Private-Purpose Trust						
	Annual Budgeted Amounts						
	Original FY 2025-2026	*Current FY 2025-2026*	Current Year Actual Amounts YTD 2025-2026	Percentage of Current Budget YTD 2025-2026	Prior Year Actual Amounts YTD 2024-2025	$ Variance Current vs Prior Year Actuals	% Variance Current vs Prior Year Actuals
REVENUES							
Local Sources	-	1,516	10,015	0%	2,967	7,048	238%
Total Revenues	**-**	**1,516**	**10,015**	0%	**2,967**	**7,048**	**238%**
EXPENDITURES - BY FUNCTION AND OBJECT (17)							
Student Personnel Services:						-	0%
Other Expenditures	23,319	24,835	-	0%	-	-	0%
Total Expenditures	**23,319**	**24,835**	**-**	0%	**-**	**-**	**0%**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(23,319)**	**(23,319)**	**10,015**		**2,967**	**7,048**	**238%**
OTHER FINANCING SOURCES (USES)							
Transfers In		-	-		-	-	0%
Transfers Out	-	-	-		-	-	0%
Total Other Financing Sources (Uses)	**-**	**-**	**-**		**-**	**-**	**0%**
Net Change in Fund Balances	**(23,319)**	**(23,319)**	**10,015**		**2,967**	**7,048**	**238%**
Fund Balances, Beginning	75,293	75,293	75,293		57,112	18,181	32%
Fund Balances, Ending	**51,974**	**51,974**	**85,308**		**60,079**	**25,229**	**42%**

(17) In the private-purpose trust funds, all expenditures are function 6100 student personnel services/object 700 other expenses.

FIFTH RENEWAL AND AMENDMENT TO OPERATING AGREEMENT, MASTER LEASE ADDENDUM, AND MASTER FMV AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY SERVICES

This Fifth Renewal and Amendment to Operating Agreement (hereinafter "this Renewal") is entered into effectively dated August _____, 2026, by and between THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, a body politic and corporate, principally addressed at 170 I Prudential Dr, Jacksonville FL 32207 (hereinafter "the District") and TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (FEIN: 33-0865305), principally addressed at 25530 Commerce Centre Drive, Lake Forest, CA 92630, (hereinafter "Toshiba"). Collectively, the District and Toshiba shall be known as the "Parties" and individually a "Party".

WHEREAS, District issued RFP No. 21-21/LM (DCPS Smart Print Program – Copier and Managed Print Services) on March 5, 2021 and three (3) associated addendums dated March 22, 2021, March 26, 2021, and April 1, 2021 ("RFP" herein). Toshiba successfully responded to the RFP dated April 1, 2021, and the parties executed Operating Agreement between the parties in association with a "Duval Master Lease Addendum," and "Master FMV Lease Agreement" dated September 1, 2021, and thereafter executed that certain First Renewal dated September 1, 2022; that certain Second Renewal dated September 1, 2023; that certain Third Renewal dated September 1, 2024, and that certain Fourth Renewal and Amendment dated September 1, 2025 (all incorporated and collectively "*the Agreement*" referenced hereafter without attachment as ***Exhibit A***; and

WHEREAS, the parties desire to renew the terms and conditions of *the Agreement* for an additional one (1) year term;

NOW THEREFORE, in consideration of the covenants set forth in this Renewal, and other god and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Renewal Period. The parties hereby renew *the Agreement* in its entirety commencing effectively from September 1, 2026 through August 31, 2027 which will exhaust all associated renewals within the RFP.

3. Amendment. The parties hereto acknowledge and agree to amend the Agreement only to those terms which oppose or conflict with the terms as follows:

A. Payment Term. The District shall issue payment in accordance with Section 218.70 et sq. Florida Statute, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of the completed services provided in accordance with the terms and conditions of *the Agreement.* The District's

maximum indebtedness to the Contractor under this Fifth Renewal and Amendment as set forth within *Section 2 - Renewal Period* above shall not exceed the amount of Two Million, Seven Hundred Thousand 00/100 Dollars ($2,700,000.00).

4. Priority. In the event of any conflict or ambiguity between this Renewal and the Agreement, the Parties agree that this Renewal shall control.

5. Remainder. Notwithstanding the provision of this Renewal, Section 3 above, all other terms and conditions of the Agreement shall remain in full force and effect.

6. Authority. The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Renewal, and each party and the person(s) signing this Renewal on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Renewal on the respective party's behalf without further consent or approval by anyone.

7. Electronic Signatures. Each party agrees that this Renewal and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Renewal or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. Facsimile and Scanned Signatures. This Renewal may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles or any amalgamation thereof, when taken together, shall be deemed to constitute an entire and original agreement. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

[Remainder of the page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives to be effective as of the date stated within the preamble herein.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

By: _____
Name: Larry White
Title: President and CEO
Date: July 6, 2026

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

Change Request 03
To
Order Form
SAP Reference No. 305027681
effective July 1, 2024 ("Effective Date")

Effective date of Change Request: June 1, 2026
SAP Reference No. for Change Request 3: 306347226
Change Request Procedure

1. Describe the requested change:

SAP is delivering services in phases. Phase 1 scope pertains to SAP's support of the implementation of SuccessFactors and Phase 2 is for SAP support for the upgrade of S/4HANA.

This Change Request 03 (CR03) modifies the referenced Order Form, as amended by Change Request 01 (CR01) and Change Request 02 (CR02) (collectively the "Order Form") as follows:

a) Phase 1: Revises the target SuccessFactors Go-Live and exit from Hypercare dates to a target Go-Live date of September 7, 2026, and a target Hyper Care exit date of November 30, 2026 with no change to SAP scope of Services as described in Exhibit 1 of the Order Form and as amended by CR01 and CR02.

b) Phase 2: Adds additional SAP Services as described in Exhibit 4 in support of the upgrade of S/4HANA.

c) Phases 1 and 2: Increases the price of Section 3.1 by the price as shown in Section 5 below.

2. Define the impact, if any, on existing Services and/or Work Products (if any) to Phase 1:

See Section 1 above.

3. Define additional Services required as a result of the requested change:

Phase 2 includes additional SAP Services related to the upgrade of S/4HANA are described in Exhibits 4, Scope documents 1, 2 and 3 of this CR03.

4. Define the impact, if any, to the existing Project plan.

Phase 1: Extending the SuccessFactors Timeline
This CR03 extends the timeline with a new Go-Live date to September 7, 2026, and exit Hypercare on November 30, 2026.

The following modules will be included in this Go-Live:

1) SuccessFactors Employee Central
2) SuccessFactors CSB
3) SuccessFactors Recruiting
4) SuccessFactors Onboarding
5) SuccessFactors Work Zone

The customer is responsible for activities related to Go-Live of OpenText Extended Content Management (xECM) are completed to confirm the solution it is integrated with the SuccessFactors solution.

Phase 2: S/4HANA Timeline
The SAP services in support of the Customer-led S/4HANA Upgrade extend the timeline specifically for Services as set forth in Exhibit 4, and a subsequent project plan will support this phase on the engagement. Phase 2 has a target start date of November 30, 2026 and end date of October 15, 2027. This schedule includes anticipated holiday breaks.

5. Provide an updated Services and payment schedule.

The total additional Services fees, excluding travel and expenses, for this CR03 are at a fixed fee price of $5,200,000 and pursuant to the payment schedules below.

5.1 The Services Fees, including travel and expenses, provided by SAP for the Services set forth in the Order **Form Exhibit 1, as amended by CR01, CR02, and this CR03** are at a fixed price of $1,200,000 and pursuant to the following payment schedule:

Payment Schedule Date:	Amount:
August 15, 2026	$1,200,000

5.2 The Services Fees, including travel and expenses, provided by SAP for the Services set forth in **Exhibit 4** are at a fixed price of $4,000,000.00 and pursuant to the following payment schedule:

Payment Schedule Date:	Amount:
December 1, 2026	$2,000,000.00
July 1, 2027	$2,000,000.00

For avoidance of doubt, this Change Request is a firm-fixed price, schedule-based services engagement. Invoicing and payment are tied to the payment schedule set forth in Section 5 of this Change Request and the applicable payment terms of the Order Form. Any Work Products described in the Exhibits are included for planning, project management, and scope-description purposes only and do not create separate payment milestones, acceptance criteria, or conditions precedent to SAP's right to invoice in accordance with Section 5, unless expressly stated otherwise in this Change Request or the Order Form.

[*Signatures shall immediately follow this page*]

In witness whereof, SAP Public Services. Inc., [FEIN: 54-1865804 principally addressed 3999 West Chester Pike, Newtown Square, Pennsylvania 19073, and the School Board of Duval County, Florida, a body politic and corporate principally addressed at 1701 Prudential Drive, Jacksonville, Florida 32207, hereto have caused to be executed this Change Request 03 by their respective duly authorized representatives below to be dated effective as set forth within the preamble above.

Accepted by:

SAP Public Services, Inc.
By: Peter Kyte
A0F388D2A3B1480...
Printed Name: Peter Kyte
Title: Vice President, SAP CSS
Date: July 16, 2026

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Charlotte D. Joyce, Board Chair

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio, Secretary to the Board

Approved and authorized by the Board on:
August __ , 2026

Form Approved:
By: Derrel Chatmon
Office of General Counsel

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Exhibit 4 – S/4HANA: Scope of Services

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This Exhibit 4 contains three (3) Scope Documents entitled as follows:

1. Scope Document 1: S/4HANA Upgrade
2. Scope Document 2: S/4HANA Testing
3. Scope Document 3: S/4HANA HR Operations Support

Scope Document 1: S/4HANA Upgrade

SAP shall provide Services as described herein to assist Customer with the implementation of S/4HANA Cloud Private Edition.

1. Scope Overview

The Customer is planning a technical system upgrade of the SAP S/4HANA 2021 with embedded Fiori running on Private Cloud RISE to the SAP S/4HANA 2025 FPS01 with embedded Fiori running on Private Cloud on SAP RISE. The project will support scope as set forth in this Exhibit 4 Customer's operations, hereinafter referred to as the "Project". SAP will provide services, hereinafter referred to as the "Services", to assist the Customer with a technical upgrade of their current SAP S/4HANA 2021 with embedded Fiori running on Private Cloud RISE to the SAP S/4HANA 2025 FPS01 with embedded Fiori running on Private Cloud on SAP RISE. The services are further described in this Scope Document. The Services will be managed and directed by leveraging RISE with SAP methodology. Scope items or responsibilities not expressly defined in the Scope of SAP's Service are deemed out of Scope.

SAP will perform a scope validation assessment in the Prepare phase for latest Feature Pack stack available at project start that is available. Should there be any change with respect to the assumed releases, scope, approach, assumptions, and exclusions, the same will be discussed with the Customer team. Any changes to the scope, effort, timeline, or cost, shall require a mutually executed Change Order prior to SAP continuing Services.

Scope Component	Description	Reference Section in the Exhibit	Led by
S/4HANA Enterprise Structure and Master Data		Section 2.1	Customer-led
Project Planning & Governance	This service component covers project management, planning, setup, governance, prerequisites, and preparation tasks for Upgrade, and project closure.	Section 2.2	Customer-led for the overall project, SAP-led for SAP-led workstreams

Technical S/4HANA Upgrade	This service component covers advisory support during upgrade of SAP S/4HANA 2021 with embedded Fiori running on Private Cloud RISE to the SAP S/4HANA 2025, FPS01 with embedded Fiori running on Private Cloud on RISE on a supported target operating system and database.	Section 2.3	Customer-led SAP provides advisory services
Functional S/4HANA Upgrade Activities	This service covers mandatory pre-upgrade and post-upgrade activities in functional areas required to upgrade and migrate of the SAP S/4HANA 2021 to the SAP S/4HANA 2025 FPS01 with embedded Fiori running on Private Cloud on SAP RISE.	Section 2.4	SAP-led
S/4HANA Functional upgrade Activities HCM	This service covers mandatory pre-upgrade and post-upgrade activities in HCM areas required to upgrade the SAP S/4HANA 2021 to the SAP S/4HANA 2025 FPS01 with embedded Fiori running on Private Cloud on SAP RISE.	Section 2.5	SAP-led
Custom Code – Remediation & Adjustments	This service component Covers the required technical remediation of custom code during the upgrade of the SAP S/4HANA 2021 system to SAP S/4HANA 2025.	Section 2.6	Customer-led
Custom Code – bucketed Fit-Gap WRICEF development objects	A bucketed scope of 20 WRICEF is included to accommodate orphaned objects and Fit-gap WRICEF development objects	Section 2.7	SAP-led
Single sign-on (SSO)	This service covers the Single-sign-on configuration for the S/4HANA 2025 system on RISE environment.	Section 2.8	SAP-led
S/4HANA Security and Role Adjustments	This service covers the adjustments to the application roles and authorizations impacted by the SAP upgrade.	Section 2.9	Customer-led
Cloud Identity Access Governance (CIG)	This service covers the implementation of SAP Cloud Access Governance	Section 2.10	SAP-led
Cloud Application Lifecycle Management (CALM)	This service is to provide help perform the initial setup of CALM.	Section 2.11	SAP-led
Standard Fiori Upgrade	This service component covers basic/minimum Fiori activation activities during the upgrade of the SAP S/4HANA 2021 system to SAP S/4HANA 2025.	Section 2.12	SAP-led
SAP business AI	This service component covers the activation of SAP Business AI Activation Joule for Business, the activation of Activation of Joule for Consultants, and the activation of Joule	Section 2.13	SAP-led

	for Developers, during the upgrade of the SAP S/4HANA 2021 system to SAP S/4HANA 2025.		
Document and Reporting Compliance (DRC) Statutory Reports	This service component DRC Statutory reports for USA as part of upgrade of the SAP S/4HANA 2021 system to SAP S/4HANA 2025.	Section 2.14	SAP-led
SAP SuccessFactors remediation	This service component covers the SAP SuccessFactors remediation	Section 2.15	SAP-led
Post Go-Live Support and Hypercare	This service component includes post-go-live technical BASIS support. Post-go-live technical BASIS support is limited to production systems only for supporting the Customer during the post-go-live phase and is restricted to the defined Scope and duration.	Section 2.16	SAP-led
Testing	This service component includes Test planning, Regression Testing, and assisting the Customer during the User Acceptance Test (UAT)	See Testing Scope Document 2	SAP-led

2. Scope by Function

2.1. Enterprise Structure and master data

2.1.1. S/4HANA Enterprise Structure and Master Data Scope

No changes to the SAP Enterprise structure are in scope for SAP.

2.1.2. Enterprise Structure and Master Data Assumptions

- Organization structure and scope already implemented in the system will be used for the project. No new organization entity configuration/ change will be done with respect to organization scope. Any request to add organizational elements will impact the project budget and timeline and may require an approved Change Request. Current S/4HANA Enterprise Structure details:
  - Company code: 1 (0016 - Duval County Public School).
  - Plants: 3. These are:
    - P001 - Duval County Materials.
    - P002 - Duval County Textbooks.
    - P003 – Duval County Materials.
    - Storage Locations 412.
- Customer is responsible for any dual maintenance related to Enterprise structure and other master data. If enterprise structure organization elements such as purchasing groups and master data such as assets are added the restrictions around hard freeze mentioned in the document in sections 2.3.2 and 6.3 apply.

2.2. Project Planning and Governance

2.2.1. Governance Standard

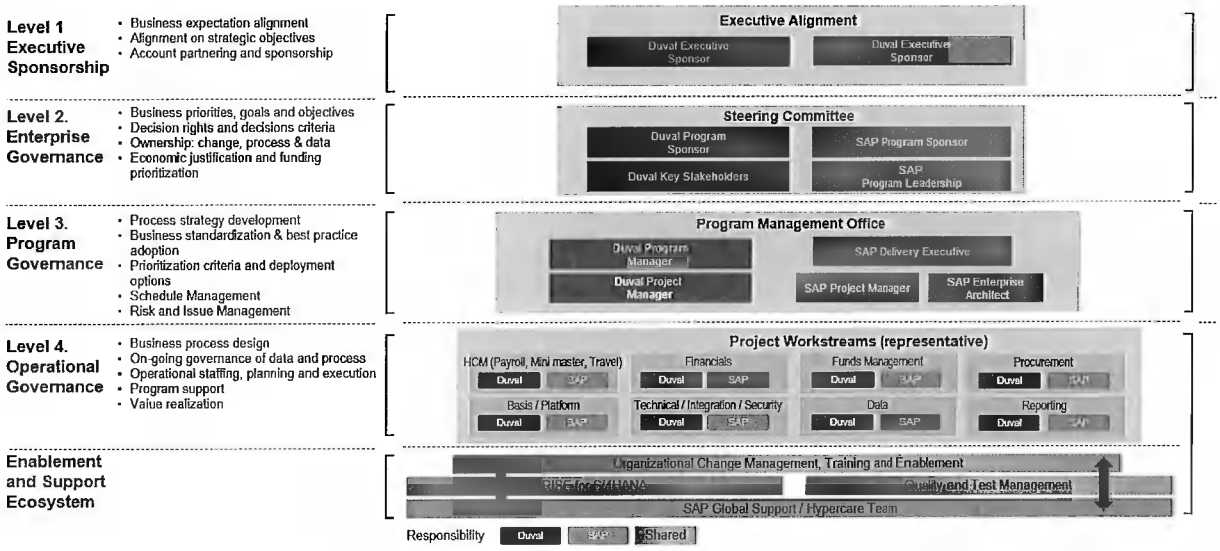
Customer and SAP agree that it is necessary to have a governance structure and processes in place to enable the timely and effective resolution of issues and execution of the program (the "Governance model"). The customer and SAP will define and agree to the overall Program Management and Governance Structure during the Prepare Phase of the project. Customer and SAP agree that there will be a Governance model in place and that SAP will have representation at each level of the model.

2.2.2. Governance Structure

SAP and Customer agree to use a tiered framework for governance at executive and program management levels. SAP will provide SAP Best Practices project management and templates to facilitate this process. The governance framework will be reviewed during Prepare and updated as necessary. The final structure and names of individuals will be confirmed during the Prepare phase.

The governance structure intends to provide: (a) visibility of project progress, (b) interaction between the parties to address issues, and (c) visibility of any elements of the project that may impact either party's ability to perform its duties.

Below is the representative SAP Governance Model. SAP expects the Customer Governance Model to align at similar levels and objectives.



Customer responsibilities to establish the Governance model include:

- The Customer will appoint a project sponsor who will act as key decision maker on scope, priorities, budget, and changes.
- Customer will validate members of each governance body, and all attendees of governance meetings whether scheduled or ad hoc, will be of appropriate seniority and with appropriate levels of empowerment to make necessary decisions and actions.

Each party recognizes that the governance structures and meeting agendas may evolve as the phases progress and relationship mature:

- Changes made to the governance structure shall be documented and communicated to the project team and relevant stakeholders.
- Governance roles will remain consistent throughout the Order Form term.
- The nominated representatives from Customer and SAP may appoint or delegate a substitute who will have the authority to act on their behalf; both SAP and Customer will make reasonable efforts to maintain the continuity of their respective personnel within the governance structure.
- Meetings of the various bodies within the governance structure may be held in person and by video conference as agreed in advance between the parties.
- Depending on the agenda, the parties may request that some meetings require physical presence. Where this is required, the meeting venue shall be the customer's premises unless agreed otherwise between the parties.

- Governance meetings shall not be a substitute or the only mode of collaboration between SAP, Customer, and other parties involved in the project delivery.
- The relationship between the Customer and SAP involved in the project delivery will be maintained at a peer-to-peer level through both scheduled meetings and informal communication with the goal of actively maintaining the project schedule.
- The Project Management Office ("PMO") will include participation by SAP and the Customer. Customer responsibilities include bringing to the Program an understanding and the ability to navigate the Customer environment (business and corporate culture) critical in the structuring and administering of the Project Management Office.

2.2.3. Governance Activities

Governance meetings at level 1, 2 and 3 shall focus on reviewing overall progress against objectives, managing escalated risks, and resolving escalated issues. SAP and the Customer shall make efforts to clearly communicate their respective issues and impacts on the project so that the discussions are specific, factual, evidence-based, and focused. The goal is to make decisions on program-level risks and issues in an efficient manner that will least impact maintaining the overall schedule.

All defined governance-level meetings shall have a pre-defined agenda. The Customer and SAP shall cooperate in good faith to create an agenda and document the decisions and actions resulting from the meetings. The Customer shall be responsible for reviewing and revising the associated meeting decisions prior to finalizing.

Customer is responsible for directing and aligning Customer's resources and stakeholders with an emphasis on accelerating any consensus building, communications, and the overall decision-making process. Customer acknowledges that speed of decision making is critical to the project timeline(s).

Any decision made by a governance body that involves a change to this Order Form shall only be effective if it passes through the change request procedure and results in a signed change order.
SAP will be responsible for coordinating status reporting. The goal of the status reports will be to document the progress of the workstreams based on the project schedule and conformity with expected results, both generally and with respect to the Activate methodology milestones. To support effective status report coordination, SAP and Customer project workstream teams will be responsible for preparing and submitting requested status for their respective areas, including identification of critical risks and issues that may impact their team's progress. SAP shall provide such a program status report on a weekly basis. Each project team member will be responsible for maintaining current status and managing their assigned project issues through resolution.

2.2.4. Escalation and Issue Management

The tiered governance framework will reflect individuals from each party to be the point of escalation for any issues and risks. The parties agree to develop a parallel escalation protocol whereby peers represented at a lower governance tiers will endeavor to address any specific issue or risk prior to SAP or the Customer's PMO agreeing to escalate it to the next level.

Day-to-day issues shall be addressed by regular interactions between relevant individuals within each workstream and workstream leads unless such resolutions require the execution of a Change Request.

If any issues cannot be addressed within the workstream, the Customer and/or SAP workstream lead shall be entitled to request an escalation to the Project Management Office (PMO). Issues will be tracked, assigned to a responsible individual, and assigned a target due date.

If any issues are not addressed by the responsible team by the assigned due date established in the Issue and Risk (RAID) Log, the Customer and SAP shall be entitled to escalate the issue in accordance with the table below:

Governance Tier Level	SAP Representative	Customer Representative	Time goal for each level to address the dispute before escalation to the next level
4	SAP Workstream Lead	Customer Business Process Lead	One (1) Business Day
3	SAP Project Manager	Customer Project Manager	Two (2) Business Days
2	SAP Delivery Executive	Customer Project Sponsor	Three (3) Business Days
1	SAP Executive Sponsor	Customer Executive Sponsor	Five (5) Business Days

In the event that the mutually agreed resolution of an issue results in substantive changes that affect the scope or timeline, the resolution shall be addressed in a written change request procedure to this Order Form. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.
The Customer and SAP project managers will be jointly responsible for establishing and maintaining a log of all Change Orders, both rejected and executed Change Orders.

2.2.5. **Governance Controls and Meetings**

SAP and Customer will establish the following key meeting protocol to support the Project governance:

Meeting	Frequency	SAP Attendees	Customer Attendees
PMO Status Meeting	Weekly	SAP PMO Solution Architect Team Leads	Customer PMO Business Process Leads Technical Leads
Issues/ Risk Meeting	Bi-Monthly or Weekly	SAP Project Manager SAP Delivery Executive Leads, as required	Customer Project Manager Customer Program Manager Leads, as required
Change Control Board Meeting	Bi-Monthly or Weekly	SAP Delivery Executive SAP Project Manager	Customer Program Manager Customer Project Manager
Program Steering Committee	Monthly	SAP Program Sponsor SAP Delivery Executive SAP Project Manager SAP Leadership	Customer Program Sponsor Customer Executives/Stakeholders Customer Program Manager Customer Project Manager

SAP will provide Project Management support:

- Visibility and quantification of project performance , timeline adherence, milestone completion, project financial reviews.
  - Weekly Status Reports are required for resources contracted on the Project.

- PMO meetings will occur at least once weekly to review budget, schedule, deliverable, completion progress, workshop execution and Fit-to-Standard adherence.
- Executive Steering Committee Meetings including key stakeholders at SAP and Prime.
- Contractor will meet biweekly to discuss Project schedule, financials, Deliverable progress. risks, issues, communication, and quality management. SAP leadership participation will include the SAP Regulated Industries General Manager of Customer Services and Delivery (CS&D).
- Maintenance of a Project Charter and Project Plan which outlines the Project's governing bodies and governance processes.
- The governance structure shall facilitate close working relationships between SAP and the Customer.
- Contractor, any third party used or engaged by SAP to perform services and any third parties used or engaged by Prime Contractor that interact with or whose actions affect SAP.
- Members of each governance body and attendees of governance meetings, whether scheduled or ad hoc, should be of appropriate seniority and with appropriate levels of empowerment to make necessary decisions or take necessary actions.

- Initiate project planning and preparation.
- Create and manage the project plan.
- Set up the project governance model.
- Establish the communication management plan and status reporting cadence.
- Preparation and onboarding (team staffing, hardware, milestone plan).
- Cut-over planning and management.

The Customer shall provide a dedicated Project Manager to work with the SAP Project Manager to address scope items in the Customer's responsibility. The Customer and SAP will work collaboratively during the Prepare phase of the Project to establish the project management artifacts:

1. Project Schedule
2. RAID Log
3. Weekly Project Status Report
4. Communication Plan outlining the Project cadences
5. Change Management Plan

- SAP and Customer agree regular executive sponsor discussions are required, and Steering Committee will meet at a minimum every 30 days, or within 3 days of a written request by either party.
- A steering committee meeting will be established with project executive sponsors. Standing agenda and frequency to be determined and agreed upon between SAP and Customer.

2.2.6. Project Management Assumptions

- Before the Explore phase begins, SAP and the Customer will complete scope validation. Any identified scope deviations will be reviewed and mutually agreed upon, and the corresponding Change Request, if required, must be approved by the Customer before Explore activities commence. SAP and the Customer will jointly discuss the timelines of the inflight projects and mutually agree to adjust the Upgrade project plan as necessary. Should there be any impact on the project's scope/timeline, this will be handled through a change request.
- The Customer and SAP will jointly share calendars of planned holidays, blackout periods, and other key dates that could impact the Customer's team availability.
- SAP Project Manager and/or team members will notify the Customer in writing and at weekly status meetings when the Customer is at risk of failure to meet or fulfill any of the specific Customer responsibilities or requirements.

2.3. Technical S/4HANA Upgrade Advisory

2.3.1. Technical S/4HANA Upgrade Advisory Scope

SAP will provide advisory support for the Customer's technical upgrade of the SAP S/4HANA 2021 to S/4HANA 2025 FPS01 by performing the following advisory tasks:

Advisory support for Service Component(s)	Service Component in Scope		Applicable Scope and corresponding Scope Document Section(s)
	yes	no	
Advisory support for Technical System upgrade of SAP S/4HANA ABAP stack system (Standard Approach)	☒	☐	Only for the landscape specified in Section 2.2 Table 2.2.1, for the systems given in Section 2.2 Table 2.2.2
Advisory Platform support for technical Upgrade including pre and post upgrade BASIS support	☒	☐	Only for the SAP S/4HANA landscape and the respective total number of working weeks specified below in Section 2.2.1

The systems in scope for technical S/4HANA Upgrade advisory are specified in the tables below.

Table 2.2.1: SAP landscapes in service scope

System Landscape identifier	Source Release[0]		Target Release[1]	
S/4HANA	S/4HANA 2021	SLES 15/ HANA 2.0 SP 7/ < 1.5 T. B	S/4HANA 2025 FPS01	SLES 15/ HANA 2.0 latest patch / < 1.5 T.B.
SAP Cloud Connector	SAP Cloud Connector		Latest version of Cloud connector	SLES 15
SAP Web Dispatcher	SAP Web Dispatcher		Latest version of SAP Web Dispatcher	SLES 15

0 - Source SAP and database release info
1 - Target SAP and database release info

TABLE 2.2.2: SCOPE FOR TECHNICAL SYSTEM UPGRADE OF SAP SYSTEMS, AND POST-GO-LIVE BASIS SUPPORT

System landscape identifier	System-related activity[1]	Systems ID (SID)	System Upgrade options[2]	SAP S/3HANA Upgrade Services Scope Y – in Scope; N – out of Scope * Advisory only	Additional database size[3] > 3 TB per System	Post go-live BASIS support[4]
S/4HANA	Sandbox upgrade	SBX (Copy of Production)	Standard Upgrade using homogenous DMO option	N *	0	
S/4HANA	Non-productive upgrade	DEV (Development)	Standard Upgrade using homogenous DMO option	N *	0	
S/4HANA	Non-productive upgrade	QAS (Quality)	Standard Upgrade using homogenous DMO option	N *	0	
S/4HANA	Non-productive upgrade	Dry Run (Staging- Copy of Production)	Standard Upgrade using homogenous DMO option	N *	0	
S/4HANA	Productive Cut-Over	PRD (Production)	Standard Upgrade using homogenous DMO option	N *	0	4
SAP Cloud Connector	Non-productive upgrade	Non – PRD (Copy of Production)	Reconfigure in RISE	N *	0	
SAP Cloud Connector	Productive Cut-Over	PRD (Production)	Reconfigure in RISE	N *	0	4
SAP Web Dispatcher-S/4HANA	Non-productive upgrade	DEV (Development)	Reconfigure in RISE	N *	0	
SAP Web Dispatcher-S/4HANA	Non-productive upgrade	QAS (Quality)	Reconfigure in RISE	N *	0	
SAP Web Dispatcher-S/4HANA	Productive Cut-Over	PRD (Production)	Reconfigure in RISE	N *	0	4

1 - System-related activities for the System upgrade for SAP S/4HANA as specified in Section 2.
2 - Standard System upgrade options: per system database size up to 3 TB is included.
3 - Only applicable for System upgrade for full TB of database size above 3 TB per system.
4 - Number of working weeks of post go-live BASIS support (valid only for productive cut-over).

SAP Consultant(s) assigned to this Project will provide support for the technical S/4HANA upgrade of SAP S/4HANA 2021 with Embedded Fiori (ABAP Stack, Unicode, SAP RISE) system running on SLES/ HANA 2.0 to SAP S/4HANA 2025 with Embedded Fiori (ABAP Stack, Unicode, SAP RISE) system running on SLES 15 (x86_64)/ HANA 2.0 which includes the following:

- The Number of systems/cycles in the Scope is 5 – Sandbox (SBX - Copy of Production), Development (DEV), Quality Assurance (QAS), Dry Run (Copy of Production), and Production (PRD).
- SAP Standard technical pre-activities and post-activities.
- Support SAP RISE ECS team, while SAP RISE ECS team is doing technical execution of SAP S/4HANA upgrade using a homogenous SUM-DMO option.
- Technical support coverage for Regression testing and /UAT.
- Technical support coverage for two (2) weeks during post-go live.

- Technical reconfiguration of SAP Web-Dispatcher:
  - The SAP Consultant(s) assigned to this Project will support the configuration of the SAP Web-Dispatcher system running on SLES15, note that the Customer has two Web Dispatcher systems for load balancing and includes the following:
    - Reconfiguration in SAP RISE is like Source configuration.
    - Number of cycles for the solutions in scope: **3**
      - S/4HANA 2025 –DEV, QAS, and PRD
    - Technical support coverage
- `Technical reconfiguration of SAP Cloud Connector:
  - The SAP Consultant(s) assigned to this Project will support the configuration of the SAP Cloud Connector system running on SLES15 and include the following:
    - Reconfiguration in SAP RISE is like Source configuration.
    - Number of cycles in the Scope: **2**
      - Cloud Connector – Non-Prod
      - Cloud Connector - Prod
    - Technical support coverage

2.3.2. Technical S/4HANA Upgrade Advisory Assumptions

- Customer is responsible for the Technical S/4HANA upgrade. Some of these tasks are delegated by the Customer to SAP RISE ECS.
- As part of the project planning, SAP will perform a technical validation of the systems. If there are any changes with respect to the original scope, then necessary scope & effort changes will be incorporated after discussion with customer.
- Downtime for the technical upgrade can only be calculated after the respective test runs. There is no commitment on downtime presently, it will be mutually agreed upon after the respective test runs.
- Post upgrade Integration/Configurations steps will be performed by Customer.
- All operating system related activities like filesystem creation, partitioning, zoning, etc. and any HA/DR related activities will be performed by Customer.
- The required operating system and database releases and patches will be applied by customer (if any) prior to start of technical upgrade for systems in scope.
- Any interfaces dependencies to third party products should be validated for compatibility reason.
- For any additional systems like Training System - Homogeneous System copy can be performed by customer after the go-live. This has not been included in the planning.
- SAP will provide technical support to Customer during testing.
- Compatibility with third-party add-ons has not been verified and is not included in the cost estimates. The cost may change after checking compatibility.
- SAP may require up to six (6) weeks to assemble a Project team. SAP reserves the right not to start the Project until SAP has assembled a Project team.
- Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities might result in a delay in the Project and/or a Change Request for additional SAP resources, a potential increase in Service fees and/or a change in the schedule.
- SAP will provide up to four calendar weeks of go-live support. Go-live support will begin after Customer has executed the technical cutover, unless a different date is agreed upon through the approval of a Change Order. Cutover to production is expected to be executed by the Customer within 4 weeks after upgrade of Quality Assurance Environment (end of UAT) has been completed. Production validation by Customer is considered part of the period of go-live support.
- The estimated Project schedules are based on continuous system availability as well as Customer timely fulfilling their prerequisites and responsibilities.

- Neither SAP nor Customer will use verification and validation testing processes, which may be required by regulatory, industry or governmental requirements.
- Prior to Project closure, Customer will work to coordinate with SAP changes up to soft and hard freeze / critical changes, otherwise, Customer is not permitted to change any customizing settings since this may interfere with the implementation of the Project.
- Operating System & DB upgrade / patching (if any) of the source systems to required versions are achieved by Customer and SAP RISE.
- All non-essential developments will be deferred at upgrade start and only required business critical developments are to be performed.
- It is assumed that turnaround time for project-related queries during the project is a maximum of 24 hours for queries. In case Customer takes more than the scheduled time to revert for information requested, then the wait time for SAP consultants will be treated as idle time and this will be raised as a change request.

2.3.3. Technical S/4HANA Upgrade Advisory Exclusions

- Running SUM tool.
- Any OS/DB Installation/Upgrade.
- HA/DR Activities, Backup/Restore activities.
- Target HW preparation, Performance tuning.
- Hardware Sizing
- System Copies
- Minimized Downtime Services/NZDT (Near Zero Down Time).
- Implementation of net-new S/4HANA and/or other SAP solutions.
- Third-party namespace (non-SAP) and 3rd party add-on (N-SAP) objects.
- Front-end software Installation/Upgrade (e.g., SAP GUI/SAP LOGON/ HANA Studio/ Designer client).
- System ID change relevant functional post activities (e.g. relevant interface changes).

2.4. Functional S/4HANA Upgrade

2.4.1. Functional S/4HANA Upgrade Scope

Functional Scope – SAP S/4HANA Upgrade
The functional scope of this engagement supports a technical upgrade from SAP S/4HANA 2021 to SAP S/4HANA 2025 FPS01 and includes the activities described below.

Upgrade Assessment and Validation

- **SAP will** perform functional upgrade activities based on the findings of the SAP Readiness Check for SAP S/4HANA 2025 FPS01 generated from the Customer's SAP S/4HANA 2021 production system.
- **SAP will** conduct a Solution Validation workshop in the Explore phase with the Customer's business representatives to review the upgrade impacts to validate the functional simplification items that have been identified during the SAP Readiness Check listed in this section below.
- **The Customer will** provide business and functional representatives with decision-making authority to participate in the workshop and review the findings.

During the workshop, **SAP will**:

- Review the applicable Simplification Items identified by the SAP Readiness Check.
- Analyze the relevance of each applicable Simplification Item.
- Review mandatory errors and warnings identified by the Simplification Item Check.
- Present recommendations and define an action plan for addressing mandatory upgrade findings.
- Review required configuration changes resulting from the upgrade.
- Review upgrade-related business process impacts.

Each of the simplification item workshops is limited to **one (1) session of up to four (4) hours**.

The workshop includes review of the following Simplification Items identified by the SAP Readiness Check:

1.1 FI Simplification item in Scope in the project.

S4TWL - Check for duplicate internal asset line items (FAAT_DOC_IT)
S4TWL - DMEE
S4TWL - DMEE_BADI_01
S4TWL - Deprecation of DMEE Payment Medium Formats

1.2 FI Simplification item will need further discussion and re-evaluation in the project.

S4TWL - New E-Invoice/E-Waybill Integration Service, Deprecation of Old PaaS Ser
S4TWL - SAP Travel Management in SAP S/4HANA Suite

1.3 Logistics and Tech - Simplification item in Scope in the project.

ABAPTWL - Deprecation of Hana Rules Framework
S4TWL - Hide classical vendor withholding tax if extended withholding tax active
S4TWL - Remove obsolete authorization object B_BUPA_PGM from Business Partner
S4TWL - Generic Check for SAP S/4HANA Conversion and Upgrade
S4TWL - Process Route in PLM Web UI
S4TWL - CI Include Conflicts in EKKO_INCL_EEW_PS and EKPO_INCL_EEW_PS
S4TWL - Performance optimizations within Material Document Processing

1.4 Industry Solution (Insurance) – Simplification item will need further discussion and re-evaluation in the project.

S4TWL - FS-RI - Deprecation of BW-Content with SAP S/4HANA 2025 FPS01
S4TWL - FS-RI - Deprecation of Loss Management with SAP S/4HANA 2025
S4TWL - Commodity Management Advanced-CPE

1.5 HCM Simplification item in Scope in the project.

S4TWL - SuccessFactors Employee Central Integration
S4TWL – Compensation Management
S4TWL – HCM Obsolete Packages
S4TWL – HCM Processes and Forms JAVA and Adobe
S4TWL – Landing Pages and Suite Page Builder
S4TWL – Obsolete Payroll Reports
S4TWL – Parts of Time Management
S4TWL – Personnel Development
S4TWL – Training and Event Management
S4TWL – Workforce Viewer

Mandatory Upgrade Remediation

- SAP will perform the mandatory functional remediation activities within SAP's scope for items identified in the SAP Readiness Check Simplification Report that are required to complete the upgrade Functional enhancements, business process redesign, optimization activities, or implementation of new SAP functionality are **not included** unless expressly identified elsewhere in this Change Request.

Testing Support

SAP will provide functional support for the following testing activities:

- Unit/Smoke Testing limited to SAP standard business processes for:
  - One (1) country
  - One (1) Company Code

- Up to three (3) Plants
- Up to one (1) MRP Area

- Support Regression test for up to four (4) weeks, including issue analysis, corrections, and transport management.
- Support for User Acceptance Testing (UAT) for up to four (4) weeks, including issue analysis, corrections, and transport management.

The Customer is responsible for:
- Preparing test scripts.
- Executing Regression test and UAT test cases.
- Providing business testers.
- Validating business results.
- Providing timely defect reporting and testing signoff.

Technical Upgrade Coordination
- **SAP will** coordinate with the SAP Enterprise Cloud Services (ECS) team for execution of the SAP Software Update Manager (SUM) activities required to perform the upgrade.
- SAP is not responsible for execution of ECS-managed infrastructure activities.

Hypercare Support
- **SAP will** provide up to four (4) weeks of post-production support following production go-live.

Existing Functionality
- Existing functionality available in the SAP S/4HANA 2021 source system will be upgraded on an **as-is** basis.
- Implementation, activation, or adoption of new SAP S/4HANA 2025 functionality, business processes, or optional features is outside the scope of this engagement unless specifically identified elsewhere in this Change Request.

Functional Specifications
- **SAP will** create up to twenty (20) Functional Specification Documents (FSDs) for approved Fit-Gap WRICEF development objects using the following complexity mix:
  - High Complexity: 4
  - Medium Complexity: 12
  - Low Complexity: 4
- **The Customer will** review and approve each Functional Specification Document before SAP begins development.

2.4.2. Functional S/4HANA Upgrade Assumptions

- SAP's functional effort estimates are based on the findings of the SAP Readiness Check for SAP S/4HANA 2025 Feature Pack Stack (FPS) 01 performed against The School Board of Duval County's SAP S/4HANA system (Customer No. 302839). Any changes to the system landscape, custom code, configuration, or business processes after completion of the Readiness Check may require a Change Request.
- The Customer is responsible for identifying, correcting, and validating all business data inconsistencies and application errors identified during the upgrade. SAP will support the Customer by analyzing issues, providing recommendations, and proposing resolution options; however, the Customer is solely responsible for determining and approving the corrective actions.
- SAP assumes that the Customer is not using the deprecated DMEE standard tree referenced in SAP Note 3625135. If the Customer is using the deprecated DMEE standard tree, the Customer must copy the tree to the customer namespace prior to the SAP S/4HANA upgrade.
- The Customer will maintain a configuration freeze between completion of the Sandbox (SBX) upgrade and the Production upgrade. If emergency configuration changes are required during this period, the Customer is responsible for performing and validating the required dual maintenance and synchronizing configuration changes across all affected systems.
- SAP will upgrade the organizational structure and organizational entities that exist in the source system as of the project start date. Creation of new organizational entities or changes to the organizational structure are outside the scope of this engagement. The Customer is responsible for all organizational structure changes, master data

changes, and any required dual maintenance. Significant organizational changes during the project may require an approved Change Request, an additional upgrade cycle, additional System Integration Testing (SIT) and/or additional User Acceptance Testing (UAT), which may have an impact on the project schedule and fees.

- SAP will upgrade existing business functionality available in the source SAP S/4HANA system on an **as-is** basis. Implementation, activation, or optimization of new SAP S/4HANA functionality, business processes, or optional features is outside the scope of this engagement unless expressly identified elsewhere in this Statement of Work.

2.4.3. Functional S/4HANA Upgrade Exclusions

The following activities and Work Products are expressly excluded from the scope of this engagement unless otherwise identified in this Statement of Work or approved through a Change Request.

- Implementation of new ledgers, extension ledgers, or additional currencies.
- New business process implementations, delta process design, or new process configuration.
- Design, development, modification, testing, or remediation of integrations with SAP or non-SAP systems.
- Development or modification of custom SAP Fiori applications or custom reports.
- Recreation or redesign of screen variants or transaction variants that are not automatically retained by the SAP S/4HANA upgrade tools.
- Implementation of additional country localizations or localization-specific functionality. The Customer is responsible for identifying and implementing any required localizations.
- Configuration changes other than those required to complete the SAP S/4HANA technical upgrade.
- Organizational Change Management (OCM) activities, training strategy, training materials, end-user training, and adoption services.
- The following SAP functional modules are excluded from the scope of this engagement because the SAP Readiness Check and analysis of the Customer's production system indicate that these modules are not currently in use. If any of these modules are subsequently determined to be in use, SAP and the Customer will evaluate the required effort, and any additional work will require an approved Change Request.
    - Sales and Distribution (SD)
    - Settlement Management
    - Product Lifecycle Management (PLM)
    - Transportation Management (TM)
    - Production Planning and Detailed Scheduling (PP/DS)
    - International Trade
    - Customer Service
    - SAP S/4HANA Service
    - Extended Warehouse Management (EWM)
    - Environment, Health, and Safety (EHS)
    - Logistics Execution – Transportation (LE-TRA)
    - Logistics Execution – Warehouse Management (LE-WM)
    - Master Data Governance (MDG)
    - Customer Relationship Management (CRM)
    - Financial Supply Chain Management (FSCM) Credit Management and Trade Finance
    - Commodity Management
- The following Finance Simplification Items are excluded from the scope of this engagement. SAP and the Customer will review these items during the Explore workshop to determine applicability. If any item is determined to be applicable, SAP will estimate the additional effort and process the work through an approved Change Request.
    - S4TWL – New E-Invoice/E-Waybill Integration Service, Deprecation of Old PaaS
    - S4TWL – SAP Travel Management in SAP S/4HANA
    - S4TWL – Commodity Management Advanced-CPE
- The following Simplification Item categories are also excluded from the current project scope. SAP and the Customer will review any applicable items during the Explore workshop. If remediation or implementation is required, SAP will estimate the effort, and any additional work will require an approved Change Request.
    - Functionality unavailable (no alternative planned)
    - Functionality deprecated (no alternative planned)
    - Functionality deprecated (alternative available)
    - Functionality unavailable (alternative available)
    - Functionality deprecated (alternative available with roadmap)

2.4.4. Functional Factory Assessment for Compatibility Pack Items Scope

- **SAP will** review and remediate the mandatory compatibility scope items identified in the SAP Readiness Check for the following functional areas, as required to complete the SAP S/4HANA 2025 upgrade:
- Asset Management
- Manufacturing
- Enterprise Portfolio and Project Management (EPPM)
- Supply Chain (LE-WM)
- The scope includes remediation of the following mandatory compatibility items, as applicable:
- S4TWL – LIS in EAM
- S4TWL – Electronic Records
- S4TWL – MRP in HANA
- S4TWL – Project Texts (PS Texts)
- S4TWL – Warehouse Control Interface

2.4.5. Functional Factory Assessment for Compatibility Pack Items Assumptions

- SAP's compatibility assessment and remediation effort is based solely on the compatibility pack items identified in the SAP S/4HANA 2025 FPS01 Readiness Check report. Compatibility items not identified in the Readiness Check report are outside the scope of this engagement and may require an approved Change Request.
- SAP will perform the compatibility assessment during the Explore phase using the Customer's Sandbox (SBX) environment. The Customer is responsible for providing a Sandbox system that is a current and representative copy of the Production environment.
- SAP will execute the applicable compliance check reports required to evaluate compatibility items. The results of these reports will be used as the basis for SAP's analysis and remediation recommendations.
- Where a compatibility item requires an alternative solution, SAP will recommend the go-forward approach based on SAP's published product strategy and SAP Product Road Map information available at the time of the assessment.
- Implementation of alternative SAP solutions or replacement functionality is outside the scope of this engagement unless specifically identified elsewhere in this Statement of Work. If both parties agree that implementation aligns with the project objectives and schedule, the additional work will require an approved Change Request.
- The Customer will provide knowledgeable business and technical representatives to participate in the compatibility workshops, review SAP's recommendations, provide required business information, make timely decisions, and approve the agreed-upon remediation approach.

2.4.6. Functional Factory Assessment for Compatibility Pack Items Exclusions

The following activities are expressly excluded from the Functional Factory Assessment for Compatibility Pack Items unless otherwise identified in this Statement of Work or approved through a Change Request:

- Configuration, development, implementation, testing, or deployment of new SAP solutions or replacement functionality identified during the compatibility assessment.
- Analysis, remediation, or testing of the impact of compatibility pack items on third-party applications or external systems.
- Analysis, remediation, or modification of custom developments, custom integrations, or data residing in connected SAP or non-SAP systems.
- Implementation planning, project estimation, or execution planning for new SAP solutions or replacement functionality recommended as a result of the compatibility assessment.
- Analysis of dependencies, sequencing, or implementation impacts related to other ongoing or future Customer projects, unless expressly included elsewhere in this Statement
-

2.5. SAP S/4HANA Upgrade HCM

2.5.1. SAP S/4HANA Upgrade HCM Scope

SAP will perform the following HR functional upgrade activities as part of the SAP S/4HANA 2025 upgrade:

- Validate the HR configuration following completion of the system upgrade.
- Provide functional validation support for HR-related interfaces.
- Provide functional validation support for SAP Payroll and Time Management.
- Provide functional validation support for SAP Travel Management (HR functionality).
- Configure Employee Business Partner functionality required for the SAP S/4HANA upgrade.
- Configure and validate the Employee-to-Business Partner synchronization model.
- Validate Customer Vendor Integration (CVI) conversion for Employee Vendor records.
- Validate Personnel Administration (PA) Infotypes required for the upgrade.
- Validate baseline HR configuration, including the Enterprise Structure and Personnel Structure.

Baseline Scope Assumptions

The HR functional scope is based on the following project assumptions:

- One (1) Company Code.
- Five (5) SAP S/4HANA upgrade cycles.
- One (1) country.
- Up to five (5) HR Customer and Supplier Account Groups.
- Up to 13,000 employees.
- HR Simplification Items as identified in Appendix 1.

Any expansion beyond these baseline assumptions may require an approved Change Request.

Additional Assessment Scope

The following assessment activities are included in this engagement:

- Assessment of Business Switch Activation (H4S4_1).
- Functional validation support for SAP Payroll and Time Management.
- Functional validation support for SAP Travel Management (HR functionality).

Implementation of new HR business processes or functionality identified during these assessments is outside the scope of this engagement unless expressly identified elsewhere in this Statement of Work or approved through a Change Request.

2.5.2. SAP S/4HANA Upgrade HCM Assumptions

- SAP assumes the Customer's SAP S/4HANA 2021 system contains a complete and consistent HR master data landscape, including Organizational Management (OM), Personnel Administration (PA), Time Management, and Payroll.
- SAP assumes the Customer will discontinue use of SAP HCM functionality that is not supported in SAP S/4HANA 2025 and is not required following production go-live (for example, SAP Learning Solution, SAP E-Recruiting, SAP Talent Management, Java-based ESS/MSS, and GUI XT). Where applicable, the Customer will adopt SAP-supported replacement functionality in accordance with SAP's published product strategy and applicable SAP Notes (including, but not limited to, SAP Notes 3091160, 2976262, and 3224337). A new license/subscription is required for SAP Travel Management for SAP S/4HANA Cloud Private Edition. Customer will have this necessary subscription/license are in place prior to project start.
- SAP assumes that SAP HCM and the related SAP application components included in this Statement of Work reside within the same SAP S/4HANA system landscape. Additional effort required to support distributed or separate system landscapes is outside the scope of this engagement and may require an approved Change Request.
- The Customer is responsible for ensuring that all third-party HR solutions, add-ons, and partner products deployed in the SAP S/4HANA 2021 landscape are certified and compatible with SAP S/4HANA 2025. The Customer will obtain any required software updates, licenses, or support from the applicable software vendors.
- SAP will evaluate version-specific HCM Simplification Items identified during the Explore phase and present the findings and recommendations to the Customer. Implementation of functionality beyond the mandatory upgrade requirements is outside the scope of this engagement unless expressly identified elsewhere in this Statement of Work.

- SAP's scope includes assessment of existing SAP HCM Business Function activations only. Activation of additional SAP Business Functions or implementation of new business functionality is excluded from the scope of this engagement.
- SAP assumes that no Human Resources Support Package (HRSP) upgrade is required during the implementation. If an HRSP upgrade is required, the Customer is responsible for applying the HRSP to the SAP S/4HANA 2021 source landscape prior to the start of the upgrade project unless otherwise agreed through an approved Change Request.
- A validation of HCM info types is not required as SAP BW, SAP BW/4HANA and/or SAP Business Data Cloud (BDC) are not part of the Customer's landscape

2.5.3. SAP S/4HANA Upgrade HCM Exclusions

The following activities are expressly excluded from the scope of this engagement unless otherwise identified in this Statement of Work or approved through an executed Change Request:

- Implementation, configuration, enhancement, or support of new or existing SAP HCM modules, sub-modules, business processes, or functionality beyond the activities required to complete the SAP S/4HANA 2025 upgrade.
- Data migration activities, including migration, cleansing, transformation, or validation of HR master data, payroll data, organizational data, or data required to support Employee Business Partner creation.
- Analysis, remediation, or correction of HR application defects that are not directly caused by the SAP S/4HANA upgrade or the services performed by SAP under this Statement of Work.
- Unit testing of customer-specific HR configuration, custom developments, or custom business processes following the system upgrade.
- Execution of System Integration Testing (SIT), User Acceptance Testing (UAT), regression testing, parallel payroll processing, payroll reconciliation, or payroll certification activities. SAP's responsibilities are limited to the testing support expressly identified in this Statement of Work.
- Additional testing, validation, or remediation activities resulting from Human Capital Management business requirements beyond the baseline upgrade scope.
- Validation, remediation, redesign, or development of custom technical objects, custom HR enhancements, interfaces, reports, forms, workflows, conversions, enhancements, or other WRICEF objects.
- Implementation of recommendations resulting from the H4S4_1 Business Function Activation Assessment.
- Design, implementation, or enhancement of the Employee Business Partner model or Customer Vendor Integration (CVI) processes beyond the standard upgrade activities included in this Statement of Work.
- Functional support, development, or testing of custom SAP Fiori applications.
- Design, implementation, modification, or testing of SAP Security Roles, Authorizations, or Identity and Access Management.
- Remediation, replacement, or continued support of SAP functionality that was already deprecated or unsupported in the Customer's SAP S/4HANA 2021 source system.
- Configuration, testing, or support of Business Partner synchronization with external ERP systems or other third-party applications.

2.6. Custom Code Remediation

Customer is responsible for custom code remediation, with the exception of SuccessFactors custom code remediation. See section 2.15 'SAP SuccessFactors Remediation' for more information.

2.7. Custom Code - Bucketed Fit-Gap WRICEF development objects

2.7.1. Custom Code - Bucketed Fit-Gap WRICEF development objects Scope

As part of the SAP S/4HANA 2025 Readiness Check, the ABAP Test Cockpit (ATC) identified forty-four (44) orphan objects that require evaluation during the project. These orphan objects will be assessed through the Fit-Gap WRICEF (Workflow, Report, Interface, Conversion, Enhancement, and Form) development object process during the Explore phase.
SAP and the Customer will jointly review each identified orphan object to determine the appropriate remediation strategy. Depending on the assessment results, the agreed approach may include retaining the existing functionality, adapting the solution to standard SAP functionality, modifying the custom object, replacing the functionality, or retiring the object where appropriate.

Based on the current ATC assessment, this Statement of Work includes remediation activities for up to twenty (20) approved WRICEF objects. The remaining identified orphan objects will be evaluated during the Explore phase but are not included in the implementation scope unless added through an approved Change Request.

SAP will perform the following activities:

- Conduct Fit-Gap WRICEF development objects workshops to assess the forty-four (44) orphan objects identified by the ABAP Test Cockpit.
- Document the findings, recommendations, estimated effort, and proposed remediation approach for each assessed object.
- Review the assessment results with the Customer and obtain Customer approval of the remediation approach.
- Prepare Functional Specifications and Technical Specifications for the approved WRICEF objects included within the contracted scope.
- Develop and unit test the approved WRICEF objects.
- Support one (1) round of Regression Testing and one (1) round of User Acceptance Testing (UAT), each for up to four (4) weeks, including defect correction, transports, and technical troubleshooting related to the approved WRICEF objects.
- Provide up to four (4) weeks of post-production support for the approved WRICEF objects following production go-live.

The contracted implementation scope includes up to twenty (20) approved WRICEF objects with the following complexity distribution:

- High Complexity: Four (4)
- Medium Complexity: Twelve (12)
- Low Complexity: Four (4)

If the Customer elects to remediate more than twenty (20) WRICEF objects, if the approved complexity distribution changes materially, or if additional custom development is required beyond the scope described above, the additional work will require an approved Change Request and may impact the project schedule and fees.

2.7.2. Custom Code - Bucketed WRICEF development objects Assumptions

WRICEF and Development Assumptions

- SAP will prepare Functional Specification Documents (FSDs) for the approved WRICEF objects in collaboration with the Customer. The Customer will review and approve each Functional Specification Document before SAP begins technical development.
- The number, scope, and complexity of WRICEF development objects may change following completion of the Fit-Gap WRICEF development object workshops and Functional Specification review. Any increase in the number of approved WRICEF objects or any material increase in complexity beyond the contracted scope will require an approved Change Request and may impact the project schedule and fees.
- The approach and tools to implement the WRICEF objects will be confirmed in the explore phase
- SAP's development effort is based on the SAP Factory delivery processes and assumes that complete, accurate, and Customer-approved Functional Specification Documents are available before development begins. Delays in Customer approval may impact the project schedule.
- SAP's effort estimates are based on the WRICEF complexity distribution defined in this Statement of Work. If the approved complexity distribution changes materially, SAP will reassess the effort and process any required scope changes through the Change Request process.
- SAP will review the finalized Functional Specifications and validate the assigned complexity before development begins. If the validated complexity differs materially from the assumptions used to prepare this Statement of Work, SAP will notify the Customer and process any required scope adjustments through an approved Change Request.
- SAP will design custom developments in accordance with SAP Clean Core principles where technically feasible and supported by the Customer's system landscape.
- Use of SAP ABAP AI-assisted development capabilities depends upon the Customer's SAP S/4HANA release level, licensing, and feature availability. SAP will utilize these capabilities only where supported by the Customer's environment.

- SAP's effort estimates assume that SAP Joule for Developers (J4D) capabilities are available to the project team. If J4D capabilities are unavailable or materially limited, SAP may reassess the development effort through the Change Request process.

Integration Assumptions

- SAP Integration Suite – Cloud Integration is the assumed middleware platform for all interface WRICEF development objects included within this Statement of Work.
- The Customer is responsible for maintaining an active SAP Business Technology Platform (BTP) subscription with the required SAP Integration Suite services and entitlements throughout the project.
- Integration architecture principles, naming conventions, logging standards, error-handling strategy, cross-reference strategy, and development standards will be jointly defined by SAP and the Customer during the Explore phase.
- Standard monitoring capabilities provided by SAP Integration Suite (for example, Message Monitoring and SAP Cloud ALM, where applicable) are included. Development or implementation of custom monitoring solutions or third-party monitoring tools is excluded.
- For estimation purposes, one integration object is defined as one unique combination of Sender System, Receiver System, and Interface (message type or API). Any increase in the number of integration objects or material changes to interface scope identified during the Explore phase may require an approved Change Request and may impact the project schedule and fees.

Customer Responsibilities

The Customer is responsible for:

- Providing timely access to the required SAP BTP subaccounts and SAP Integration Suite Cloud Integration tenants.
- Providing and maintaining all required infrastructure, including SMTP servers, SFTP servers, and other connectivity components.
- Procuring, installing, and maintaining all certificates required for authentication, encryption, digital signing, or other security requirements.
- Installing and configuring SAP Cloud Connector and establishing connectivity to internal and external applications.
- Provisioning and configuring additional SAP BTP services (such as Alert Notification Service, Cloud Transport Management Service (CTMS), and similar services) as jointly agreed during the Explore phase.

2.7.3. Custom Code - Bucketed WRICEF development objects Exclusions

The following activities are expressly excluded from the Custom Code Development workstream unless otherwise identified in this Statement of Work or approved through an executed Change Request:

- Functional configuration, business process design, or application configuration activities.
- SAP Basis, SAP Security, authorization, transport management, infrastructure, or system administration activities.
- Redesign or replacement of custom developments ("SAP clones") with standard SAP functionality, unless expressly identified as an approved WRICEF object within the contracted scope.
- Development, modification, remediation, or support of third-party applications, partner add-ons, or non-SAP software components.
- End-user training, knowledge transfer beyond standard project handover, mentoring, or organizational change management activities.
- Support for performance testing, load testing, stress testing, volume testing, or production performance tuning. SAP's testing support is limited to Regression Testing, User Acceptance Testing (UAT), and cutover activities expressly identified in this Statement of Work.

- Configuration of security, certificates, firewalls, network connectivity, VPNs, or other infrastructure required to connect with third-party systems or external vendors.
- Design or implementation of custom monitoring frameworks, custom logging frameworks, custom alerting mechanisms, or custom error-handling solutions.
- Coordination with third-party vendors for testing, defect resolution, interface certification, or deployment activities, except as expressly identified in this Statement of Work.
- Data comparison, reconciliation, or string testing between SAP and third-party applications beyond the validation activities expressly identified in this Statement of Work.

2.8. SSO

2.8.1. SSO Scope

SAP will configure Single Sign-On (SSO) for the solutions identified below using the authentication technologies specified in this Statement of Work.

Web Browser-Based Applications
SAP will configure Single Sign-On using SAML 2.0 and/or OpenID Connect (OIDC) with SAP Cloud Identity Authentication (IAS) serving as the proxy Identity Provider (IdP) for the following solutions across the Development (DEV), Quality Assurance (QA), and Production (PRD) environments:
- SAP S/4HANA
- SAP Business Technology Platform (BTP) subaccounts supporting SAP Build Work Zone and SAP SuccessFactors Advanced Edition
- SAP SuccessFactors

SAP GUI Applications
SAP will configure Single Sign-On using **Kerberos** and/or **Secure Login Service (SLS)** for SAP GUI access to the following solution across the Development (DEV), Quality Assurance (QA), and Production (PRD) environments:
- SAP S/4HANA

Testing
SAP will perform unit testing of the configured Single Sign-On solution using up to five (5) designated Customer test users.

The Customer is responsible for:
- Providing the required test user accounts.
- Participating in validation and user acceptance testing.
- Providing timely approval of the configured authentication solution.

2.8.2. SSO Assumptions

- SAP's Single Sign-On (SSO) configuration services are based on the use of **single-factor authentication** for SAML 2.0 assertions. Implementation of multi-factor authentication (MFA), adaptive authentication, or conditional access policies is outside the scope of this engagement unless expressly identified elsewhere in this Statement of Work.
- The Customer is responsible for performing all prerequisite activities within its identity infrastructure, including, but not limited to, Active Directory or Microsoft Entra ID administration, service account creation, firewall and port configuration, certificate management, Domain Name Server (DNS) changes, and any other activities required to enable SSO.

- The Customer will provide all systems requiring SSO configuration (Development, Quality Assurance, and Production) in accordance with the agreed project schedule. Delays in system availability may impact the project schedule.
- SAP assumes that user IDs are consistent across all integrated systems and comply with the SAP ABAP user ID limitations applicable to the Customer's SAP landscape, including the 12-character user ID limit where applicable.
- The Customer is responsible for providing all required identity provider (IdP) metadata, service provider (SP) metadata, certificates, and administrative access necessary to complete the SSO configuration.
- SAP assumes that the Customer's identity provider infrastructure and network connectivity are operational and capable of supporting SAML 2.0, OpenID Connect (OIDC), Kerberos, or Secure Login Service (SLS), as applicable.

2.8.3. SSO Exclusions

The following activities are expressly excluded from the scope of this engagement unless otherwise identified in this Statement of Work or approved through an executed Change Request:

- Configuration or enablement of Single Sign-On (SSO) for web services or client applications, including SAP Analysis for Microsoft Office (Analysis for Office).
- Configuration, administration, or support of Microsoft Active Directory, Microsoft Entra ID, or other enterprise directory services beyond the activities expressly identified in this Statement of Work.
- Configuration of Windows Integrated Authentication outside the SAP GUI SSO scope defined in this Statement of Work
- Product training, administrator training, end-user training, or development of training materials related to the SSO solution.
- Mass deployment, packaging, installation, or software distribution of client components to end-user devices, including SAP GUI, SAP Secure Login Client, SAP NetWeaver Business Client (NWBC), or similar software.
- Procurement, installation, renewal, or management of SSL/TLS certificates or other security certificates required for servers, identity providers, or client applications.
- Configuration or enablement of Single Sign-On for Microsoft Windows Terminal Services, Remote Desktop Services (RDS), Citrix, Virtual Desktop Infrastructure (VDI), or similar remote access environments.
- User creation, identity provisioning, role provisioning, lifecycle management, or synchronization within SAP Cloud Identity Authentication (IAS) or any identity management platform.
- Creation or execution of Regression Testing, System Integration Testing (SIT), User Acceptance Testing (UAT), or regression test scripts. SAP's testing responsibilities are limited to the unit testing activities expressly identified in this Statement of Work.

2.9. S/4HANA Security and Role Adjustments Security

Customer is responsible for S/4HANA role-based security scope.

2.10. Identity Access Governance (IAG)

2.10.1. Identity Access Governance (IAG) Scope

SAP will implement SAP Cloud Identity Access Governance (IAG) for the target systems identified below and perform the configuration activities described in this Statement of Work.

Connected Target Systems
SAP will configure SAP Cloud Identity Access Governance for the following target systems:

- SAP SuccessFactors (three (3) tenants)
- Workzone (three tenants)
- SAP Cloud Identity Services (three (3) tenants)
- SAP S/4HANA RISE landscape consisting of Development (DEV), Quality Assurance (QA), and Production (PRD) environments

Identity Lifecycle Integration
SAP will configure HR-driven identity lifecycle events using one (1) of the following supported integration approaches, as applicable to the Customer's landscape:

- SAP SuccessFactors as the HR source system, or
- SAP Master Data Integration (MDI)

Design Workshops
SAP will conduct design workshops with the Customer's:
- Internal Audit team
- Controlling team
- Functional business representatives

The workshops will define the governance model, approval workflows, segregation of duties (SoD) approach, privileged access requirements, and business role strategy.

SAP Cloud Identity Access Governance Configuration
SAP will perform the initial configuration of the following SAP Cloud Identity Access Governance services:
- Access Analysis Service
- Access Certification Service
- Access Request Service
- Privileged Access Management (PAM) Service
- Role Design Service

SAP Cloud Identity Services Configuration
SAP will configure the following SAP Cloud Identity Services components required to support SAP Cloud Identity Access Governance:
- Identity Authentication Service (IAS)
- Identity Provisioning Service (IPS)

Connectivity
SAP will configure SAP Cloud Connector to establish connectivity between SAP Cloud Identity Access Governance and the SAP S/4HANA RISE landscape.

Testing Support
SAP will provide support during:
- Regression Testing
- User Acceptance Testing (UAT)

The Customer is responsible for preparing and executing test scripts and validating business results.

Initial Master Data Configuration
SAP will configure:
- Up to ten (10) Mitigation Controls
- Up to ten (10) Privileged Access Management (PAM) IDs

Business Role Configuration
SAP will configure up to ten (10) SAP Cloud Identity Access Governance Business Roles.

2.10.2. Identity Access Governance (IAG) Assumptions

The Customer will obtain and maintain all required SAP software subscriptions, licenses, and entitlements for SAP Cloud Identity Access Governance (IAG), SAP Cloud Identity Services (IAS and IPS), SAP SuccessFactors, SAP Master Data Integration (MDI), SAP Business Technology Platform (BTP), and any other required SAP services prior to the start of the project.

- SAP's implementation approach is based on the standard capabilities, configuration options, and leading practices of SAP Cloud Identity Access Governance. Custom functionality, custom workflows, or custom governance processes are outside the scope of this engagement unless expressly identified elsewhere in this Statement of Work.
- SAP will configure the SAP standard (global) Segregation of Duties (SoD) Ruleset. Development or implementation of customer-specific SoD rules, custom rule modifications, or custom risk definitions is outside the scope of this engagement unless expressly identified in this Statement of Work.
- SAP assumes that two (2) SAP Cloud Identity Access Governance tenants are available:
    - One (1) Non-Production tenant connected to the Customer's non-production systems.

  - One (1) Production tenant connected to the Customer's production systems.
- The Customer is responsible for configuring and maintaining the target systems, including SAP S/4HANA, SAP SuccessFactors, SAP Cloud Identity Services, and any other integrated systems, as required to support SAP Cloud Identity Access Governance.
- The Customer is responsible for providing connectivity, firewall access, certificates, administrative access, and any prerequisite technical configuration required to integrate SAP Cloud Identity Access Governance with all target systems.
- The Customer will provide the mitigation control definitions, designated risk contacts, approvers, and governance policies required to configure SAP Cloud Identity Access Governance.
- The Customer is responsible for defining the Business Role content, designated role stewards, approval workflows, role naming conventions, and business authorization requirements. SAP's scope is limited to configuring the approved Business Roles identified in this Statement of Work.
- The Customer will provide all business master data and governance information required to configure the following SAP Cloud Identity Access Governance services:
  - Access Analysis Service
  - Access Certification Service
  - Access Request Service
  - Privileged Access Management (PAM) Service
  - Role Design Service
- If HR-driven provisioning is implemented, the Customer will provide one supported HR source system (either SAP SuccessFactors or SAP Master Data Integration (MDI)), together with the required licenses, subscriptions, connectivity, and administrative access.
- The Customer will provide knowledgeable business, security, compliance, and technical representatives to participate in design workshops, review SAP Work Products, make timely business decisions, and approve the proposed governance model.
- Delays in providing required access, technical prerequisites, business decisions, approvals, or Customer-managed Work Products may impact the project schedule and may require an approved Change Request.

2.10.3. Identity Access Governance (IAG) Exclusions

The following activities are expressly excluded from the scope of this engagement unless otherwise identified in this Statement of Work or approved through an executed Change Request:

- Development or implementation of custom enhancements, custom workflows, custom integrations, or other custom functionality within SAP Cloud Identity Access Governance (IAG), SAP Cloud Identity Services (IAS/IPS), or connected applications.
- Development of custom reports, dashboards, or analytics beyond the standard reporting capabilities delivered with SAP Cloud Identity Access Governance.
- Creation, redesign, modification, maintenance, or ongoing administration of business roles, composite roles, technical roles, or authorization roles beyond the ten (10) Business Roles included in this Statement of Work.
- Remediation, mitigation, or resolution of Segregation of Duties (SoD) risks identified by SAP Cloud Identity Access Governance. SAP's scope is limited to configuring the solution and reporting identified risks.
- Development, customization, or maintenance of customer-specific Segregation of Duties (SoD) rules, risk rules, or custom rulesets beyond the SAP standard (global) Ruleset.
- User ID harmonization, identity data cleansing, user consolidation, or remediation of inconsistent user identities across connected systems.
- Configuration or enablement of SAP Cloud Identity Authentication (IAS) for integration with the Customer's corporate Identity Provider (IdP), including Microsoft Entra ID, Microsoft Active Directory Federation Services (AD FS), Okta, Ping Identity, or other third-party identity providers, unless expressly identified elsewhere in this Statement of Work.
- Identity lifecycle governance activities beyond the target systems identified in this Statement of Work, including onboarding of additional applications, connectors, or provisioning targets.
- Ongoing operational administration, monitoring, user administration, or production support of SAP Cloud Identity Access Governance following completion of the agreed hypercare period.

- Organizational redesign, access governance policy development, compliance policy creation, or Internal Audit process redesign.

2.11. Cloud ALM

2.11.1. Cloud ALM Scope

For SAP Cloud ALM, SAP will perform the following scope activities:

- Assist the Customer with provisioning the productive SAP Cloud ALM tenant.
- Perform the initial SAP Cloud ALM configuration, including creation of the required users and configuration of the associated SAP Cloud Identity Authentication Service (IAS) tenant.

Cloud ALM (CALM) for Implementation Projects:

- Create a project in SAP Cloud ALM and add the applicable SAP Activate roadmap in coordination with the Project Manager.
- Create project teams and assign project users and roles within SAP Cloud ALM.
- Provide an overview of Task Management and Requirement Management capabilities within SAP Cloud ALM.

Cloud ALM (CALM) for Operations (Monitoring):

- Configure integration of the SAP S/4HANA RISE Development, Quality, and Production landscape with SAP Cloud ALM.
- Enable the applicable Monitoring and Alerting capabilities for the SAP S/4HANA landscape using standard and pre-delivered KPIs, including Business Process Monitoring, Integration and Exception Monitoring, User Monitoring, Job Monitoring, and Health Monitoring.
- Configure email notifications based on Customer requirements and inputs for the standard monitoring use cases, KPIs, and metrics included in this Statement of Work.
- Conduct SAP Cloud ALM knowledge transfer sessions covering the following topics:
- Introduction to SAP Cloud ALM and its capabilities.
- Walkthrough of SAP Cloud ALM monitoring use cases.
- Alerting and notification management.
- Usage of Task Management, Project Management, and SAP Best Practice content scoping within SAP Cloud ALM.
- Provide documentation, knowledge transfer, and administrator guidance for the SAP Cloud ALM Operations capabilities configured as part of this project.

2.11.2. Cloud ALM Prerequisites

- The Customer is responsible for maintaining the required licensing to use SAP Cloud ALM. SAP Cloud ALM is included in the cloud subscription with SAP Enterprise Support.
- The Customer will provide an S-user with the authorizations required to provision the SAP Cloud ALM tenant and generate the SAP Cloud ALM service key.
- The Customer will create an SAP consultant user in each SAP S/4HANA system to support the configuration activities required to connect SAP S/4HANA to SAP Cloud ALM.
- The Customer will implement the applicable SAP Notes identified in the SAP Cloud ALM setup guidance based on the installed ST-PI version. For more information, see https://help.sap.com/docs/cloud-alm/setup-administration/setting-up-managed-systems.
- The Customer's BASIS team will support the prerequisites and activities required in SAP Analytics Cloud (SAC) and SAP Integration Suite, where applicable, to connect to SAP Cloud ALM.

2.11.3. Cloud ALM Exclusions

- Customization of change workflows, roles, authorizations, or custom fields in SAP Cloud ALM.
- Integration of SAP Cloud ALM with SAP systems other than the SAP S/4HANA systems identified in this Statement of Work or with any third-party application.

- Configuration of SAP Cloud ALM capabilities released after execution of this Statement of Work or not expressly identified within the SAP Cloud ALM scope.
- Data Volume Management, EarlyWatch Alert (EWA), or migration of Process Management content from SAP Solution Manager to SAP Cloud ALM.
- Configuration activities within third-party applications, including ServiceNow, Microsoft Teams, Azure DevOps, and other external platforms.

2.12. Standard Fiori Upgrade

2.12.1. Standard Fiori Upgrade Scope

SAP will:

- Perform upgrade impact analysis for up to one hundred fifty (150) existing standard embedded SAP Fiori applications in the Customer's existing productive SAP S/4HANA system.
- Identify deprecated standard SAP Fiori applications and configure applicable successor standard applications in the upgraded SAP S/4HANA system.
- Configure the SAP Fiori launchpad.
- Configure enterprise search.
- Create pages and spaces for one (1) existing custom business role and provide advisory support to the Customer.

2.12.2. Standard Fiori Upgrade Assumptions

- The Customer will provide the list of standard SAP Fiori applications currently used in the Production environment, together with the applicable role matrix.
- Defects or product issues in standard SAP Fiori applications will be addressed through SAP product support tickets and are not included as project remediation activities.

2.12.3. Standard Fiori Upgrade Exclusions

- Migration, remediation, or modification of extended standard SAP Fiori applications or custom SAP Fiori applications.
- Modification of existing standard SAP Fiori applications or creation of new custom SAP Fiori applications.
- Creation of new custom catalogs, groups, pages, or spaces beyond the activities expressly identified in this Statement of Work.

2.13. SAP Business AI

SAP Business AI scope under this Statement of Work is limited to the activation activities expressly identified below. Availability and use of SAP Business AI capabilities are subject to the Customer's licenses, subscriptions, entitlements, system release, and SAP product availability.

- The following activation activities are included in scope:
  - Activation of Joule for Consultants,
  - Activation of Joule for SAP S/4HANA Private Cloud Edition
  - Activation of Joule for Developers for ABAP.

2.13.1. Activation of Joule for Consultant (J4C) Scope

- SAP will activate Joule for Consultants and validate access for up to ten (10) Customer-designated users.
- SAP will assist the Customer with identifying the SAP BTP global account where the Joule for Consultants entitlement is activated.
- SAP will support the technical configuration activities required for activation.
- SAP will provide guidance for raising an SAP product support incident if package activation is required.
- SAP will assist the Customer with configuration-related issues within the activation scope described in this Statement of Work.

2.13.2. Activation of Joule for Consultant Assumptions

- The Customer has subscribed to sufficient AI units and maintains the required AI entitlements throughout the activation activities.
- The Joule entitlement (das-application) is assigned to the applicable SAP BTP global account.
- The SAP Cloud Identity Services tenant is configured and available.
- The Customer will provide an SAP BTP administrator with access to the SAP BTP global account and SAP Cloud Identity Services tenant during the activation process.

2.13.3. Activation of Joule for Consultant Exclusions

- Troubleshooting or remediation of responses, recommendations, or outputs generated by Joule for Consultants. The Customer will raise a product support ticket for product-related issues.

2.13.4. Activation of Joule for S/4HANA 2025 Scope

Joule is SAP's AI-powered copilot embedded into SAP S/4HANA Private Cloud Edition. For this engagement, SAP's scope is limited to activation of the applicable Joule capabilities identified in this Statement of Work. The base Joule capabilities included in this scope are informational, navigational, and transactional capabilities, as applicable to the Customer's licensed environment and SAP S/4HANA release.

SAP will perform the following activities:

- Conduct the Joule for SAP S/4HANA prerequisite check.
- Support landscape setup activities for SAP BTP, SAP Cloud Connector, and SAP S/4HANA in the SAP RISE environment.
- Configure Common Data Model (CDM) settings for navigational scenarios.
- Create the required SAP BTP subaccount and run the Joule booster, where applicable.
- Create the required destinations in SAP BTP.
- Synchronize roles from SAP S/4HANA to SAP Identity Provisioning Service (IPS) and SAP Build Work Zone Standard Edition.
- Test the use cases for the capabilities identified above.

2.13.5. Activation of Joule for S/4HANA 2025 Assumptions

- The Customer is responsible for completing the required SAP S/4HANA configuration and maintaining sufficient quality data in the system to support the activated Joule scenarios.
- The Customer is responsible for activating, or making available for activation, the required OData services for the Joule scenarios.
- The Customer will provide the following required services and entitlements: SAP Cloud Foundry runtime, SAP Build Work Zone Standard Edition, and SAP Cloud Identity Services.
- The Customer will provide SAP with access to the SAP S/4HANA system and SAP BTP subaccount with the authorizations required to perform the activation activities.
- SAP Fiori must be activated and available in the SAP S/4HANA landscape before SAP begins the Joule activation activities.

2.13.6. Activation of Joule for S/4HANA 2025 Exclusions

- Development or modification of custom functionality in the SAP S/4HANA system.
- Creation of custom roles or mapping of standard SAP roles to custom roles.
- Development of custom Joule skills.
- Business process configuration in SAP S/4HANA.

2.13.7. Activation of Joule for Developers (J4D) for ABAP Scope

SAP will activate Joule for Developers for ABAP by integrating applicable ABAP AI capabilities into Eclipse ABAP Development Tools.

SAP will support ABAP AI SDK integration activities required for the custom business applications landscape setup, including SAP BTP, SAP Cloud Connector, and SAP S/4HANA in the SAP RISE environment.

2.13.8. Activation of Joule for Developer for ABAP Assumptions

- The Customer will provide an SAP S/4HANA Cloud Private Edition 2025 FPS01 or later environment.

- The Customer will provide an SAP BTP Cloud Foundry environment with appropriate regional selection for performance optimization.
- The Customer will provide the latest supported version of ABAP Development Tools for Eclipse.
- The Customer will confirm network connectivity supports the selected BTP region.

2.13.9. Activation of Joule for Developer for ABAP Exclusions

- End-user AI capabilities outside development tools.
- SAP Document AI or SAP AI Core runtime capabilities.
- Non-ABAP development environments and programming languages.
- Third-party integrated development environment (IDE) integrations beyond Eclipse ABAP Development Tools (ADT).

2.14. Document & Reporting Compliance (DRC)

2.14.1. Document & Reporting Compliance (DRC) Scope

DRC Statutory Reports scope is based on minimum needed for USA. This will be discussed at start of project, and any changes will be made via a change request. DRC Statutory Reports in scope are mentioned in table below:

Country/ Region	Task	Task Description	Supported Submission Type	Predecessor
United States of America	Withholding Tax (1099 - MISC) Report Local legal name: Form 1099-MISC, Miscellaneous Information.	Generates a report for withholding tax using Form 1099-MISC. The compliance task also includes withholding tax certificate(s).	Electronic format provided	RFIDWYIT - end of maintenance date: October 01, 2021
United States of America	Withholding Tax (1099-NEC) Report Local legal name: Form 1099-NEC, Nonemployee Compensation.	Generates a report in a TXT or PDF file format for withholding tax using the Form 1099-NEC. The compliance task also includes withholding tax certificate(s).	Electronic format provided	Not applicable
United States of America	Withholding Tax (1099-K) Report Local legal name: Form 1099-K, Payment Card and Third-Party Network Transactions.	Generates a report in a TXT or PDF file format for withholding tax using Form 1099-K. The compliance task also includes withholding tax certificate(s).	Electronic format provided	RFIDWYIT - end of maintenance date: October 01, 2021
United States of America	Withholding Tax (1099-INT) Report Local legal name: Form 1099-INT, Interest Income.	Generates a report in a TXT or PDF file format for withholding tax using the Form 1099-INT. The compliance task also includes withholding tax certificate(s).	Electronic format provided	RFIDWYIT - end of maintenance date: October 01, 2021
United States of America	Withholding Tax (1099-G) Report Local legal name: Form 1099-G, Certain Government Payments.	Generates a report in a TXT or PDF file format for withholding tax using Form 1099-G. The compliance task also includes withholding tax certificate(s).	Electronic format provided	RFIDWYIT - end of maintenance date: October 01, 2021

2.14.2. Document & Compliance (DRC) Assumptions

- A new license/subscription is required for DRC for S/4HANA and DRC e-filing. Customer will have these necessary subscription/license in place prior to project start.
- Reports requiring data from Data base other than S/4HANA.
- Customer is responsible for integrating Document Management Content Repository / SAP ArchiveLink used for DRC such as:
  - OpenText Document Management
  - SAP BTP Document Management Service (DMS).

- Data Source for DRC reports can be from one of the 3 data sources: CDS Views, BW Queries, and BRF+. Assumption is that the CDS data source is used.
- All Reporting Entities will be at Company Code level.
- Customer will provide any BASIS, ABAP, change management, technical and testing support required for the DRC Project.
- DRC standard reports available in S/4 HANA will be delivered as standard out of box report without changes to schema or rules.
- Customer's Business Processes for the scope country/countries & Company codes / Legal entities in scope are standard and uniform.
- Technical infrastructure set-up is made available in the project landscape.
- Fiori launchpad is available in the S/4 HANA landscape.
- There is no requirement for USA Withholding Tax Report 1042-S reporting.
- There is no requirement for USA Sales and Use Tax reporting.
- Extended Withholding Taxes X Classical Withholding Taxes are not used in source S/4HANA 2021 system. Extended Withholding tax is already set-up in source S/4HANA system.
    - All Withholding Tax reports in DRC including US 1099 reports support Extended Withholding Tax only.
    - Classical Withholding Tax reporting is not supported in the reports (see SAP note 3067949 - DRC US 1099 & 1042S Reporting: Implementation Overview).
- Vendor side & Customer side
    - US DRC reports support Vendor side and Customer side withholding tax reporting only.
- List of Legacy ABAP legal reports that are being succeeded by DRC statutory reports:

Number.	Country	Statutory Report Name	Old Report Name	Report Description	End of Support applicable from S/4HANA RISE Release	Planned End of Support Date (Old Report)	SAP Support CSS Component
1	USA	USA Withholding Tax Report 1099-G	RFIDWYWT	IRS Tax Form 1099-G	OP 1709 FPS1	01.10.2021	FI-AP-AP-Q1
2	USA	USA Withholding Tax Report 1099-INT	RFIDWYWT	IRS Tax Form 1099-INT	OP 1709 FPS1	01.10.2021	FI-AP-AP-Q1
3	USA	USA Withholding Tax Report 1099-K	RFIDWYWT	IRS Tax Form 1099-K	OP 1709 FPS1	01.10.2021	FI-AP-AP-Q1
4	USA	USA Withholding Tax Report 1099-MISC	RFIDWYWT	IRS Tax Form 1099-MISC	OP 1709 FPS1	01.10.2021	FI-AP-AP-Q1

2.14.3. Document & Reporting Compliance (DRC) Exclusions

- Development of Customer Specific Reports or File Formats.
- Customization of Reports in DRC using DRC DESIGN TIME (AUTHORING).
- DRC reports will not be translated into any language other than the default language in which it is generated for the countries in scope.
- Customer is responsible for activities related to non-SAP solutions and SAP partner solutions.
- Sales and Tax reporting.
- Security support related to DRC framework is excluded; Customer will be responsible for security activities including secure transmission protocols and local digital signatures and Data Privacy Regulations.

2.15. SAP SuccessFactors Remediation

2.15.1. SAP SuccessFactors Remediation Scope

SAP covers the remediations related to the following SuccessFactors solutions:

- Employee Central
- SAP Build Work Zone connections to Employee Central and S/4HANA
- Note: the following SuccessFactors solution connect directly with Employee Central:
  - Recruiting
  - Onboarding
  - Career Site Builder
  - SAP Build Work Zone
- SAP will replace the PA_SE_IN add-on the ECS4HCM add-on.
- SAP will assist Customer with error corrections during Regression test and UAT for ECS4HCM add-on.
- Integration Scope
  - BIB Replication from EC to S/4
  - Master Data Replication from S/4 to EC via MDI
  - Work Schedule (S/4 to EC)
  - Performance Report (Work Schedule Change S/4 to EC)
  - Update Cost Distribution
  - Infotype 9066 synchronization from S/4 to ECONB 2.0 to S/4 Federal Tax Form replication

2.15.2. SAP SuccessFactors Remediation Assumptions

- Lift and shift only: No new functionality and/or integrations need to be implemented in SuccessFactors.
- SAP is responsible for remediating Employee Master Replication Post ECS4HCM add-on Installation. No New Functionality will be implemented in S/4 HANA
- End-to-end processes will be tested as part of S/4HANA Upgrade. For information see Application Testing Scope Document 2
- Customer will provide resources for SAP Basis, HR functional, and ABAP related tasks.
- Remote access is required for verifying endpoints on the SAP side.
- SAP will support standard integration configuration for one SuccessFactors SAP instance and help with customizations through mapping extensibility.
- Customer will provide functional SuccessFactors support and troubleshooting.
- SAP will support SuccessFactors integration (Captured under section 2.15.1) ~~support~~ and troubleshooting during regression testing , and UAT.

2.15.3. SAP SuccessFactors Remediation Exclusions

- Implementation of new functionality and/or integrations.
- Changes to existing SuccessFactors functionality and integrations.

2.16. Post Go-Live Support and Hypercare

SAP will provide post-go-live technical BASIS support limited in advisory mode to the production systems only for supporting the Customer during the post-go-live phase and is restricted to the defined Scope and duration.

The production issues are classified as follows:

Issue Priority		Criteria
1	Very High	Production system shutdown, system shutdown, or severe restrictions in a production system that prevents productive work
2	High	Severe loss of functionality in a production system, significant restrictions in a production system
3	Medium	Individual functions are not performing properly in a production or test system.
4	Low	Production or test system design or documentation problem

The SAP project team will check to address material issues during the post-go-live period (which is two weeks) that are directly or indirectly related to the Upgrade as per the priorities defined above.

If there are other issues not related to the Upgrade or the problem is occurring because of a software bug, please raise an incident with the SAP product management team through the SAP IT Service Management (SAP ITSM), an SAP CRM application powered by SAP HANA, to process incidents.

3. Project Approach and RACI

SAP will follow the applicable parts of the RISE with SAP methodology which has the following phases. The RACI is provided for project planning and execution purposes and is not tied to payment.

- **Prepare**: The Services are formally initiated and the schedule, project plans and resources are agreed. The SAP Development Environment is created.
- **Explore**: Workshops are conducted to design how the Software will be configured and confirming the scope including identifying, specifying and providing any necessary change orders for delta scope based on Customer's requirements.
- **Realize**: The Customer-specific configuration is undertaken, and any additional agreed delta scope is delivered. The test approach and any Solution Coaching is executed. The Customer User Acceptance Testing is completed.
- **Deploy**: Final checks are made before the cutover to Production Environment and end users are trained. Ongoing support is put in place by the Customer and the Services are closed.

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the estimated schedule and/or a Change Request for additional SAP resources, an increase in fees and/or a change in the schedule.

SAP and Customer agree with the following responsibility matrix of activities per phase.

- **Responsible (R):** Charged with performing the activities. A mutually agreed project plan may define further information at the work unit level.
- **Accountable (A):** The Customer has overall accountability for its implementation and the activities identified below. Hence, Accountable (A) does not appear for the activities below.
- **Consulted (C):** Provides input on how to perform the activity and supports the execution of the activity.
- **Informed (I):** Provided with information.

S/4HANA 2025 Upgrade Activities	SAP Services	Customer
Project Kick-Off		
Communicate the delivery approach for SAP Systems in scope: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process, and decision-making process.	R	C
Communicate the delivery approach for any other SAP & non-SAP Systems: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process, and decision-making process.	C	R
Confirm the planned project schedule for non-SAP applications supported by the Customer.	C	R
Confirm the overall planned project schedule by project phases.	R	C
Project Planning		
Prepare a project schedule and structure and agree on roles and standards; prepare the kick-off workshop presentation, agreed-upon kick-off workshop schedule, and list of participants.	R	R
Prepare a Project Management Plan, including risk/issue management, a key decision log, and other project management artifacts.	R	C, I
Prepare Project Overall Communication plan.	C	R
Plan, scheduling and executing the project Steering Committee meeting.	R	R

Coordinate with SAP technical teams for the SAP specific activities.	R	C, I
Provide the SAP team with the required system access.	C	R
Lead technical Work Products & coordination between SAP and the Customer.	R	C, I
Manage and coordinate the activities required for the Project with any third-party vendor(s).	C	R
Gain approval and communicate the Development of the Soft-Freeze and Hard-Freeze Period.	C	R
Go-Live Date Determination.	C	R
Finalization of the overall Project Plan.	R	C, I
Compile a list of Customer-specific prerequisites for the systems in SAP's Scope.	R	C, I
Compile a list of Customer-specific prerequisites for the systems not in SAP's Scope.	C, I	R
Organizational change management activities, training, and knowledge transition activities. Organizational change management includes but is not limited to the following: communication plan, organizational transition plan, business readiness for go-live, and project communication to the company.	C	R
Prepare a project schedule and structure and agree on roles and standards; prepare the kick-off workshop presentation, agreed-upon kick-off workshop schedule, and list of participants.	R	R
Set up Solution Standardization Board.	C	R
Set up the Clean Core Success Plan in Cloud ALM.	I	R
Monitor Clean Core Success Plan execution in Cloud ALM.	C	R
Execute Clean Core Quality Gate.	C	R
Cut-Over planning		
Develop SAP Cut-over Plan.	R	C
Develop a Non-SAP Cut-over Plan.	C	R
Secure go/no-go decision.	C	R
Infrastructure, BASIS, Networking		
Network Connectivity and configuration between the current data center & SAP RISE.	I	R
System Builds, System Copies/Refresh, Backups/Restore required for the Project – Current data center.	C	R
Infrastructure Readiness (Hardware/Network/Sizing/Backup/File System) – SAP RISE.	C	R
Infrastructure Readiness (Hardware/Network/Sizing/Backup/File System) - Current DC.	C	R
Any BASIS administration tasks, HA/DR activities, Operating system/Database upgrades – Current DC.	C	R
Verify the connectivity and access to SAP Applications, OS & DB with appropriate authorization are provided.	C	R
WTS Access, Tools on WTS, S-User creation with appropriate authorization.	C	R
Software Media Download. SAP will share the list of software media during the project prep and well in advance of the S/4HANA Upgrade project start.	C	R
System Landscape Strategy		
DUAL Maintenance Retrofit.	C	R
Transport, Code Freeze Strategy.	C	R
Explore		
Execute simplification item workshops	R	C
Execute Fit-gap WRICEF development object workshops	R	C
Initial documentation for functional specifications for Fit-gap WRICEF development objects (This activity finished before Regression test starts in Realize Phase)	R	C

S/4HANA-specific pre-upgrade tasks (Sandbox)	R	C
Coordinate with SAP ECS Team for Technical Upgrade of S/4HANA with embedded Fiori (Sandbox))	R	C
S/4HANA-specific Follow-on application tasks and mandatory Simplification items (Sandbox)	R	C
SPAU/SPDD modification adjustments (Sandbox)	I	R
Custom Code Adjustments (Sandbox)	I	R
Security roles remediation/creation as needed (Sandbox)	I	R
Realize		
Get the SAP technical task list from SAP ECS Team.	R	C
Completion of the prerequisites.	C	R
Confirm, in writing, the completion of prerequisites. SAP will share the prerequisites during the project preparation phase.	C	R
Perform a prerequisite check to confirm the prerequisites for the start of the Project have been met.	R	C
Ramp down (Isolation of System like locking users, clearing the Queues, suspending jobs, Shutdown of applications, pausing the flow from connected/third-party systems, etc.).	C	R
Ramp-up (Connecting with connected/Third-party systems, releasing the jobs, unlocking the users, etc.) activities.	C	R
S/4HANA-specific pre-upgrade tasks (Development, Quality & Dress Rehearsal 1)	R	C
Coordinate with SAP ECS Team for Technical Upgrade of S/4HANA with embedded Fiori(Development, Quality & Dress Rehearsal 1)	R	C
Moving transports as from remediated Sandbox to upgrades system Development, Quality, and Dress Rehearsal 1)	C	R
S/4HANA-specific Follow-on application tasks and mandatory Simplification items.	R	C
Build and unit test Custom Code bucked Fit-gap WRICEF development objects	R	C
SSO & IAG configuration as defined in Scope.	R	C
Security roles remediation/creation as needed	I	R
Integration Adjustments.	I	R
Manage the development of soft-freeze and hard-freeze.	I	R
Web Dispatcher & Cloud Connector configuration.	R	C
Dual code maintenance.	I	R
Coordinate with RISE ECS Team to Perform dress rehearsal run to finalize cut-over plan.	R	C
Document process steps and create a Cookbook.	R	C
Monitor Clean Core Success Plan execution in Cloud ALM.	R	C
Execute Clean Core Quality Gate.	R	C
Clean Core Quality Gate report.	R	C
System validation and Signoff.	C	R
Test Solution – For information Scope Document 3 for Testing		
Deploy Phase		
Coordinate with SAP ECS Team to Execute Technical Upgrade of the production systems in SAP's Scope.	R	C
Testing by IT and business during downtime.	C	R
Go / no go decision.	C	R
Release migrated production system to end users.	C	R
Support issues related to integration.	C	R
Support Issues related to technical upgrade as per the scope.	R	C

Hypercare		
4 weeks of Post go-live support as per SAP scope	R	C
Execute Clean Core Quality Gate	R	C
Hand over the Project Tasks to the Customer project manager and secure signoffs	R	C

4. Estimated Project Schedule

- The overall estimated schedule of upgrade is planned for 45 weeks in different phases.
- SAP shall contact Customer after the Effective Date of the Order Form to schedule the start of the Services within the estimated start and end date as set forth in the Order Form.
- Customer triggered delays to the planned project schedule on short notice, for SAP activities planned to start within a lead time of 4 weeks, would lead to a Change Request. The reason for such delays could be non-fulfillment of pre-requisites by Customer or any other Customer specific reason.
- SAP may require a lead time of 4 to 6 weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.
- The high-level, estimated timeline plan is outlined below and is subject to change based on joint planning with the Customer:

Estimated Schedule for Phase	Estimated Duration (Weeks)	Planned Start Date (in week #)
Pre-Prepare & Prepare	14	November 30, 2026 (including 2 weeks of project shutdown)
Explore	9	March 8, 2027
Realize	17	May 10, 2027
Deploy	2	September 6, 2027
Run (Hyper Care)	4	September 20, 2027

5. Project Organization

5.1. SAP Team – Roles

The SAP Services Project roles are as follows. Note that these roles are for planning purposes and SAP will adjust the roles as needed to support the Customer engagement. SAP may elect to staff a single Consultant to serve multiple roles, or multiple Consultants to serve a single role. Invoicing is determined by the Service Element(s) as set forth in the Order Form, and not by the SAP team roles. SAP will determine the applicable Service Element from the Order Form for invoicing purposes based on the nature of the Services performed.

SAP Team	Description	Level of Involvement *
Delivery Executive	Single point of contact for any issues to client related to program: • Participate in steering, leadership, and governance advisory meetings as a trusted advisor. • Provide senior level guidance and account management support. • Participate and assist in high level planning for the project and subsequent project rollouts. • Assist SAP and Customer in evaluating complex situations and identifying viable solutions. • Assist in managing the relationship with project stakeholders, including internal and external clients, helping to keep stakeholders informed of progress and issues to manage expectations on project requirements and Work Product. • Assist in managing and communicating a vision of the project's objectives. • Assist Customer in proactively identifying changes in work scope. • Support the PMO with project resource reporting, resource requests, and approvals for subject matter experts. Help to determine what constitutes closure of the project. Gain acceptance and sign-off by Customer parties when closure is attained.	Single resource. Part-time. Onsite/Off-site.
Project Manager	Responsible for delivery and milestone achievement & Work Product: • Transfer project management experience and knowledge to client's Project Manager. • Serve as focal point for SAP methodologies. • Develop project plans and work schedules. • Advise on the assignment of priorities to critical project tasks. • Establish and monitors compliance with standards for documentation, data, and training. • Manage the resolution process for gaps, issues, and risks. • Monitor the quality plan to adhere to specified Work Product.	Single resource. Full-time Onsite/Off-site.
SAP Offshore Project Management	Responsible for SDC delivery and milestone achievement & Work Product.	Multiple resources. Full-time. Offshore.
Quality Lead	Responsible for validating SAP Delivery Center quality.	Single resource. Part-time. Offshore.

Technical Architects & Leads	Responsible for leading technical workstream: • Recommend technical architecture based on functional and performance requirements. • Serve as the focal point for coordinating project architecture requirements with vendor services. • Serve as the focal point for technical architecture issues. • Provide direction regarding data standards, and data quality. • Develop Upgrade strategy and high-level plan. • Coordinate technical Upgrade activities in each team. • Support administration of data dictionary and other information modeling tools.	Multiple resources. Part-time. US Onsite / US Off-site / Offshore.
Technical Consultants	Responsible for S/4HANA Upgrade of the SAP systems and other project basis support tasks as per the agreed project plan.	Multiple resources. Part-time. US Onsite / US Off-site / Offshore.
IAG and SSO Consultant	Complete required user roles and authorization adjustments as per the agreed project plan.	Multiple resources. Part-time. Offshore.
Fiori Consultants	Configure and test required Fiori applications as per the agreed project plan.	Single resource. Part-time. US Off-site / Offshore.
ABAP developers	Complete ABAP activities including S/4HANA corrections, HANA Code adjustments, Custom code remediations, Interface adjustments etc. as per the agreed project plan.	Multiple resources. Part Time. US Offs-site / Offshore.
Functional Consultants	Complete S/4HANA mandatory simplification related configuration activities including testing and defect support as per the agreed project plan. Implement optimization scope.	Multiple resources. Part Time. US Onsite / US Off-site / Offshore.
Application Testing	For information see Scope Document 3-Testing	

5.2. Customer Team

The key resources required from the Customer are as follows:

Customer Project Team	Description of Role	Level of Involvement
Project Sponsor	• Provide project sponsorship.	Part-time
Program Manager	• Management of the Customer's internal dependencies. • Stakeholder alignment with SAP Delivery leadership as part of a joint governance structure. • Oversight at an overall program level with the Customer Project Manager and SAP Project manager including but not limited to review of Steering Committee materials, facilitating leadership escalations of high-level risks, and providing overall advice and guidance throughout the project.	Part-time

Project Manager	• Coordination with SAP Project Manager and the Customer project team. • . • Regular cadence meetings. • Liaise with the Customer stakeholders and facilitate decision-making. • Manage and coordinate activities with any 3rd party vendors. • Manage and maintain dual maintenance. requirements during the freeze period if applicable. • Be responsible for scheduling Steering Committee meetings and make the right individuals participate in these sessions.	Full-time
Business Lead (Decision Maker)	• Knowledge transfer of the business processes and is the key liaison between the Project and the business. • Regression Testing support and approval.	As needed
Subject Matter Experts	• Knowledge transfer of business processes. • Execute Functional/Configuration adjustments. • Testing and resolving the functionality/application issues. • Support the project team for any clarifications, activities, etc.	Multiple, Part-time
Project basis / Security/ Networking/ Hosting Partner	• Provide the required on-prem systems access for the SAP team. • Execute System prerequisites prior to each cycle. • Support/Maintain source systems, ramp up and ramp down activities when applicable. • Manage and maintain network connectivity with stable performance. • Network level adjustments. • Additional storage for Upgrade. • Updating the SAP GUI settings. • System Administration. • Take over and support the Converted systems. • Perform Security-related adjustments. • Support the project team for any clarifications, activities, etc.	Multiple, Part-time
Integration / Development/ Fiori/ Technical Consultants (ABAP, etc.)	• Technical/Custom code/Integration/interface adjustments. • Support on Fiori. • Testing the custom code/Technical adjustments. • Perform the Dual maintenance activities. • Support the project team for any clarifications, activities, etc.	Multiple, Part-time
Organization Change Management & Training Lead	• Coordinate the business readiness for go-live, design, and roll-out of end-user training, day-to-day	Part-time

	backfill for Customer project team members, SAP system management, coordination with remote sites, and Project communication to the Customer.	

6. SAP Work Products

6.1. Project Work Product

The following table lists the SAP Work Products, which will be considered completed and accepted upon delivery by SAP to Customer.

Activate Phase	Work Product	Description
PREPARE	• Project Plan • Quality Gate report/check list - aims to validate that clean core dimensions of the project, including extensions, integrations, data, and processes, adhere to SAP Best Practices and quality standards are used	• Completion of the project plan outlining schedule, resource, and dependent activities as per the Order Form. • Q gate check list sign-off.
EXPLORE	• Sandbox System • Quality gate report / Check list - aims to validate that that the clean core dimensions of the project, including extensions, integrations, data, and processes, adhere to SAP Best Practices and quality standards are used • Functional Fit-gap WRICEF development object specification(s) • Simplification item configuration document(s) (if applicable)	• Sandbox system containing upgraded SAP Software. • Upgrade Cookbook. • Sandbox System turnover document. • Validated Q gate check list.
REALIZE	Development System	• Development system containing upgraded SAP Software and Updated Cookbook Documentation. • Development System turnover document.
	Quality System	• Quality Assurance system containing upgraded SAP Software and Updated Cookbook Documentation. • Quality System turnover document. • Downtime Baseline from Quality upgrade is established.
	Q gate report for Realize phase	• Validated check list of Realize phase.
DEPLOY	Cut-over plan	• Finalized cut-over plan for Production upgrade.

	Production System	• Production system containing upgraded and migrated SAP Software and a report documenting issue resolution as part of post-go-live support. • Production system turnover document.
RUN	• Project Closure • Validated check list of Realize phase	• 4 weeks of Post go-live support. • Handover of project closure report. • Customers validate check list

6.2. General Customer Responsibilities

The Customer has the following general responsibilities:

Note: Some of these tasks may be delegated to SAP RISE. For information see SAP RISE Roles and Responsibilities document and SAP RISE CAS package service description.

a. Provide a production-sized source S/4HANA 2021 Sandbox server (Copy of Production is required for Cycle 1 Sandbox)
b. Validate availability of SAP Software that is referenced in this Services contract.
c. Communication infrastructure to support teleconference, videoconference and chat.
d. Customer will be responsible for technical, project basis support (such as, but not limited ot system copies, functional and business activities outside the scope of the SAP upgrade service.
e. Fulfilment of prerequisites for each of the systems that is part of the upgrade landscape.
f. All the third-party add-on strategies should be finalized, and relevant add-on packages should be made available before the start of the Project.
g. In case an add-on is not supported in S/4HANA 2025, the add-on vendor needs to provide the uninstallation package, and the add-on needs to be uninstalled prior to S/4HANA Upgrade. Refer notes below:
    a. 2214409 SAP S/4HANA: Compatible add-ons and
    b. 2011192 De-installation of SAP add-ons
h. Creation of the parallel maintenance landscape, in case required.
i. Adjustments of Objects with Source name "SAP".
j. Generation of the XML file & Media Download.
k. Download the required software, media list and patches.
l. Establishing the Connectivity between the maintenance landscape and connected systems.
m. Supporting the regular productive operations.
n. Third party add-on media/license/key.
o. Storage Space requirements required for upgrade.
p. Ramp-down & Ramp-up activities during the upgrade.
q. Handling the Cluster/HA activities during the upgrade.
r. Customer will provide the infrastructure for the project including, but not limited to:
    1. Providing remote connectivity through CSS with necessary user rights to access the necessary customer systems.
    2. Notify SAP team in advance if there are any scheduled shutdown of the Development or QA environment. Any unplanned shutdown and timing that is likely to influence project cost and timelines.
    3. Management of the data center including power management with uninterrupted power supply (SBX), physical and logical safety measures and environmentally conditioned facilities.
    4. Provide access to required systems 24X7.

5. Provide that SAP support during the entire period of the service.
6. Provide appropriate technical support to the SAP project team.
7. Operating System and Database related tasks.

s. Customer will provide project basis support for the project including, but not limited to:
1. Plan and execute system copies required for the S/4HANA upgrade cycles (SBX, Pre-production)
2. Transports.
3. Setup printers
4. Apply notes and other patches.

t. Customer must complete the service prerequisites, including:
5. It is Customer's responsibility to fulfil technical prerequisites prior to start of the project. The pre-requisite list will be shared during the project planning phase.
6. Customer needs to provide a consistent, stable and fast SAP Remote connection / Service connection between SAP and customer
7. To perform the test upgrade, Customer to provide the hardware that is approximately of a similar configuration of the production system (Sandbox System).
8. At project start appropriate SAP software media should be made available by the customer.
9. In case Third-party performance monitoring tools are configured; SAP needs customers to stop such programs before SAP can perform activities.
10. Customer to provide required authorizations for User-IDs.
11. Hardware sizing, provisioning, and readiness should be completed prior to the start of the project with the necessary patches/parameters.
12. Schedule housekeeping jobs as per SAP Best Practices.
13. Schedule that interfaces dependencies to third party products are be validated for compatibility reasons.
14. Provide required 3rd party Media / transports before the start of project.
15. Appropriate network connectivity (Multiprotocol Label Switching connection) between source HEC and target SAP RISE Data Center will be arranged by the customer/SAP RISE. The transfer of the packages will take place through the network.
16. Customer shall cooperate with SAP in good faith so that SAP can deliver the Services. The customer's failure to meet or fulfill any of the specified responsibilities or requirements in this Agreement can result in a delay of the provision of the Services or an increase of fees due.
17. Customer is responsible for the overall management of Customer's project and controls the project realization, process, scope, costs, Customer resources, and targeted solutions.
18. Customer shall staff the listed Customer team roles with the requisite skills and knowledge to complete Customer activities.
19. Customer will provide the required service tickets are created for any requests that need to be performed by SAP ECS as part of the project.

u. The Customer will discuss and finalize the items below with the RISE team before the start of the Project:
1. Any ingress/egress requirements.
2. If any Additional file systems (non-SAP standard) are required for the interface on target servers.
3. Output & Print Management (if any 3rd party software is needed) on target servers.
4. If any third-party libraries are required on target servers.
5. If any third-party agent's installation is required on target servers.
6. Non-standard port requirements.
7. Third-party application direct access to SAP Application/Database.
8. Any OS/DB Scripts installation and configuration.
9. NAS storage from the Customer network onto the target servers.

v. Customer is responsible for dual maintenance related activities and responsible that changes are in sync between the source and target environments.

w. Responsible for activities related to SAP/non-SAP solutions systems not in SAP Services' Scope.

x. Required ports based on the data transfer methodology (FTP, SFTP, RSYNC), must be opened on firewalls.

y. Upgrading any connected SAP systems to maintain technical/functional compatibility with Upgraded system.

z. Customer is responsible for support on Enterprise Portal

aa. Customer shall use reasonable efforts to minimize the change in personnel throughout the duration of the Services.

bb. If the Customer involves third parties, the Customer shall manage any third-party resources and be responsible for their acts and omissions.

cc. Customer shall supply SAP with the names and contact information of key Customer and third-party resources.

dd. Customer shall be responsible for organizational change management of affected departments.

ee. If required to perform the Services, Customer shall enable the use of SAP laptops and mobile devices on Customer's network to access SAP's network via SAP's Virtual Private Network (VPN) protocols

ff. Customer shall fulfill remote connectivity and system access requirements as per SAP note 2712016.

gg. Customer will provide a consistent, stable, and SAP remote support connection/service connection between SAP and the Customer.

hh. Customer is responsible for the configurations required at the networking level, DNS entries, firewall changes, port openings, and load balancer entries.

ii. Customer is responsible for the certificates signing by Customer CA or any other approved CA.

jj. Customer shall supply S-User for the project team for patch download, incident creation, and license download.

kk. Customer shall download the Software required for the upgrade activities.

ll. Customer to be responsible for the technical infrastructure at the Customer's location or hosted by third parties. This includes, but is not limited to:

1. Configuring the infrastructure for the project cycles, including the timely procurement of additional and temporary hardware that is needed before the start of the Services.
2. SAP infrastructure, network administration, and system administration.
3. Performing regular backup and recovery activities.
4. Server and storage hardware.
5. Verifying appropriate network performance (sufficient bandwidth and latency) with a high-speed network connection (MPLS line) between source and target data center, based on the technical approach used and parallelization of the update. Customer will execute required network segmentation to prevent network bottlenecks for existing data traffic.
6. Performing client rollouts (SAP HANA Studio, SAP GUI, etc.).
7. Creation of AD service accounts and the respective SPN for each SAP server for SSO setup.

mm. Customer shall provide additional storage space required for the S/4HANA upgrade activities.

nn. Customer will provide SAP unrestricted access to the Source Systems, via a remote connection, including access at operating system and database level, to perform the technical upgrade independently and without assistance from third parties. In case the Customers systems are managed by a third party, the Customer is responsible for arranging access to the SAP landscape.

oo. Customer shall provision and prepare systems to be upgraded and migrated in time. This includes, but is not limited to:

- Current system copies to create Sandbox system, refreshing Quality and Staging systems, creating required dual maintenance landscape.
- Provisioning users for the SAP project team at the infrastructure, operating system, database and SAP system levels.
- Perform necessary updates/upgrades (SAP, database, operating system) if not explicitly included in the scope.
- Provide SAP with the necessary authorization to access Customer's systems using Citrix/WTS along with the required tools/applications installed.

pp. Customer shall perform adaptation of middleware components that become necessary due to the upgrade to a different data center (change in topology—new hostnames, instance numbers, ports, IP addresses). This not only includes migrated systems but also dependent SAP and non-SAP systems.

qq. Customer shall provide technical advice regarding any third-party systems accessible to the SAP team.

rr. Customer shall comply with any relevant governmental and regulatory requirements.

ss. Signoff Work Products of respective Service Component(s).

In addition to the assumptions, as set forth in the Service Description, the following assumptions apply. Changes in assumptions and exclusions may result in a Change Order.

6.3. General Assumptions

a. All the necessary subscriptions and licenses are in place prior to project start.
b. If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
c. As part of the project planning and kick-off, SAP will perform a scope validation. Should there be any change with respect to the assumed scope, the same will be discussed with the Customer team, and necessary scope, timelines, and effort/cost changes may be incorporated after mutual discussions/agreements through the change order process.
d. Services for SAP Factory team are delivered remotely.
e. Except for productive cutover downtime, system upgrade activities, post-go-live technical SAP BASIS support, and platform support for technical upgrade are provided during weekdays (Monday - Friday) and within normal business hours (between 8:00 a.m. - 6:00 p.m.), in accordance with SAP recognized holidays, observed by SAP's registered office of the SAP services delivery location. Any requirement for shift (outside of normal working hours) or weekend (Saturday - Sunday) work for Non-Productive Systems or for up-time activities for a Production System or for technical SAP BASIS support or for platform support for technical upgrade, must be discussed and shall be subject to a Change Request.
f. Services are based on a predefined scope and delivery model. In performing the Services
   - SAP may utilize project accelerators.
   - SAP may use software and tools ("Tools") for which rights of authorship remain with SAP or SAP SE. In case Tools are copied to Customer´s system, Tools and permitted copies thereof must be deleted at the end of the Services. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use such Tools for any other remaining purpose. Tools are provided on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Services.
g. SAP receives unrestricted administrative level access to the Source Systems (Customer systems) at levels (SAP, database, operating system) as elaborated in SAP Note 2712016.
h. The upgrade activities will be carried out using standard SAP tools and adhering to the SAP prescribed procedure as described in standard SAP literature (guides, notes).
i. The estimated timelines are based on the continuous availability of systems (if required) as well as the Customer fulfilling their prerequisites and responsibilities as set forth herein.
j. It is assumed that the customer will arrange the appropriate network connectivity with third-party, non-SAP systems, and Legacy systems.
k. The prerequisites and responsibilities on the Customer's side or by third parties are completed on time in accordance with the project schedule.
l. Any changes to the scope of Services, whether requested during or after the Services term shall be subject to a Change Request or separate Services agreement in consideration of additional fees.
m. SAP will engage the SAP Upgrade factory to deliver the Project. The SAP project team will consist of nearshore/local resources for the project execution. SAP may use both internal (SAP) and external (Global partner/IOP) resources to meet any skill gaps and/or availability of resources to deliver the Project.
n. There will be no background verification of resources supporting the project by customer. No costs have been factored for the same.
o. The Customer will provide appropriate technical and/or functional clarifications to the SAP project team.
p. During this Project, it is assumed that the third-party System to which the SAP programs will be interfaced will not be migrated (technical/functional), and these systems will be available on a full-time BASIS.
q. It is assumed that the Customer will provide the required support for the existing applications required.
r. In case of project breaks or delays arising out of the Customer situation, the impact on the project timeline and cost will be handled through a change request.

s. Project documentation and results are delivered in English, and any translation work for documentation (if needed) is done by the Customer.
t. Required authorization adjustments are within customer responsibility – SAP will provide input regarding S/4HANA related changes (e.g. decommissioned transactions).
u. Resolutions provided by SAP for error handling / data cleansing are being applied by the customer after every production copy.
v. All the peripheral systems (SAP and non-SAP) are compatible with the SAP system converted, upgraded, or configured as per the scope of this contract.
w. Other running projects, if any, impacting the project landscape need to be aligned with the project in scope of this contract.
x. Handling of product support incidents is Customer responsibility. Any delay resulting from product support incidents might have an impact on the overall project timeline.
y. There is configuration freeze between the Sandbox (SBX) to Production data upgrade: Soft Freeze starts in week 14 at the start of the development upgrade cycle and continues until the DR1 cycle starts. Hard freeze starts in week 32 when the Dry-run cycle starts until the end of the 4 weeks Hypercare. Retrofit / Delta configurations during the freeze period need to be manually applied and are the responsibility of the Customer.
z. Issues (if any) in customer system need to be raised by SAP product support team. Any delay in resolution of any product issues is not part of the scope and estimation.
aa. There is no requirement to have any green card or US citizenship for resources supporting the project.

6.4. General Exclusions

a. Any services not expressly listed in this order document. Any additional services or change in scope require the change order as per exhibit 3.
b. Any 3rd party add-ons-related changes or analysis and coordination with third-party.
c. Subscription to any Cloud Services or purchase of SAP and/or 3rd party Software.
d. Specific procedures and/or documentation for verification and validation required by regulatory, industry, Customers internal/external audit, and governmental institutions.
e. Activities related to application management services.
f. Testing activities are not described in this exhibit – Review Testing exhibit for more information.
g. Load and performance testing.
h. Data cleansing in S/4HANA 2021 source system.
i. Activities related to non-SAP solutions and tools.
j. Organizational Change Management (OCM).
k. Training services, such as formalized training on SAP products for project team members, training for users, or end-user documentation.
l. Any decommissioning of existing systems, non-SAP applications, and desktop applications.
m. Any remediation/adjustment of BW info types. Note: Customer is not using SAP BW.
n. Implementation of net-new functionality.

Appendix 1: Definitions:

AFO - Analysis for Office
ABAP - Advanced Business Application Programming
BASIS - refers to the administration of the SAP system that includes activities like installation and configuration, load balancing, and performance of SAP applications running on Java stack and SAP ABAP. This includes the maintenance of different services related to the database, operating system, application, and web servers in the SAP system landscape and stopping and starting the system.
BRF+ - Business Rule Framework Plus
CLEAN CORE is both a conceptual approach and strategy for achieving and maintaining the SAP S/4HANA Cloud solution that complies with SAP cloud standards. It addresses topics such as extensibility, interfaces, data, processes, and operations. SAP ACTIVATE methodology has embedded governance, activities and accelerators that support Clean Core.
CLEAN CORE QUALITY GATE is a task embedded in SAP Activate methodology that facilitates review of the Clean Core dimensions of the project, including extensions, integrations, data, and processes, to adhere to SAP Best Practices and quality standards.
CLEAN CORE REPORT is created based on the inputs from the Clean Core Quality Gate, with recommendations and actions from SAP to comply with SAP Best Practices and Clean Core principles
CLEAN CORE SUCCESS PLAN is embedded in SAP Activate methodology and lists a key set of activities to comply with SAP Best Practices and Clean Core principles.
Cookbook – means documentation that outlines the steps executed by the upgrade team, including issues faced and corrective actions taken.
CYCLE – Refers to the activities and events that occur in the same order when upgrading an SAP application.
DATABASE (DB) - any collection of data or information that is specially organized for rapid search and retrieval by a computer.
DEV – Development System
DNS – Domain Name System
DRC - Document Reporting and Compliance
DRY RUN - a full-scale execution of tasks involved to migrate the Production system from source to target.
FTP – File Transfer Protocol
FUNCTIONAL TESTING - Functional testing is a type of software testing that validates the software system against the functional requirements/specifications. The purpose of Functional tests is to test each function of the software application by providing appropriate input and verifying the output against the Functional requirements.
GUI – Graphical User Interface
GRC (Governance, Risk and Compliance)
HCM – Human Capital Management
HEC - Hana Enterprise Cloud
HW SIZING – Hardware Sizing. A process wherein data is gathered on usage scenarios, and then through analysis, one may predict the hardware configuration.
INTEGRATION TESTING - Integration testing is a type of software testing in which the different units, modules, or components of a software application are tested as a combined entity.
IOP - Indian Offshore Partners
ITSM – IT Service Management
JVM - Java Virtual Machine size
KERBEROS - An authentication protocol that can be used for single sign-on
KPI - Key Performance Indicator
OS – Operating System
PRD – Production System
LDAP - Lightweight Directory Access Protocol
MU - Market Unit
NETWORK - The digital networks (wireless or otherwise), server(s), hardware, software, and/or any other equipment that SAP uses, in its sole discretion, in connection with the supply of the Digital Interconnect Service and whether the responsibility of SAP or any outsourced service.
NS2 - National Security Services, Inc.
NW – SAP NetWeaver
NWBC - NetWeaver Business Client
NZDT – Near Zero Downtime. A downtime-minimized service provided by SAP.

PERFORMANCE TESTING - Performance testing is a testing measure that evaluates the speed, responsiveness, and stability of a computer, network, software program, or device under a workload. Organizations will run performance tests to identify performance-related bottlenecks.
QAS - Quality Assurance (Environment)
RAID LOG – Risks, Assumptions, Issues, & Dependencies. Refers to the project management tool used for centralizing and simplifying the collection, monitoring, and tracking of project information.
READINESS CHECK - The SAP Readiness Check tool provides an overview of the compatibility of the current system with the updated applications in the target release.
RETROFIT – Process to synchronize changed objects from maintenance development system to project development system in dual track landscapes.
REGRESSION TESTING - Regression testing is defined as a type of software testing to confirm that a recent program or code change has not adversely affected existing features. Regression Testing is nothing but a full or partial selection of already executed test cases that are re-executed to existing functionalities work.
SID – SAP System Identification
SFTP – Secure File Transfer Protocol
SP – Support Pack
SPS – Support Package Stacks
SIT – System Integration Testing
SSO – Single Sign-on
SMOKE TESTING - Smoke testing is the preliminary check of the software after a build and before a release. This type of testing finds basic and critical issues in an application before critical testing is implemented.
STEERING COMMITTEE - a committee that decides on the priorities of the business as it relates to this Project and manages the general course of the Project.
STORAGE - a process through which digital data is saved within a data storage device by means of computing technology.
TB – Terabyte. A unit of information equal to one million bytes
UNIT TESTING – Unit testing is a software development process in which the smallest testable parts of an application, called units, are individually and independently scrutinized for proper operation.
USER ACCEPTANCE TESTING - User Acceptance Testing (UAT) is defined as testing the software by the user or client to determine whether it can be accepted or not. This is the final testing performed once the functional, system, and regression testing are completed.
Solution Standardization Board (SSB)" is a project governance body based on SAP Activate methodology overseeing the compliance with "Clean Core" and reports to the executive steering committee on deviations.

Others used in this document:
CALM - Cloud Application Lifecycle Management (CALM)
CS&D - Customer Services and Delivery (CS&D)
SUM - SAP Software update manager (SUM)
DRC - Document and Reporting Compliance
PINS - Starter Pack Process Insights (PINS)
PM - Process Manager (PM)
CH - Collaboration Hub (CH)
FSD - Functional Specification Document (FSD's)
SoD Segregation of Duties (SoD)
WZ - Work Zone (WZ)
SID - System ID (SID)
SBX - Sandbox (SBX -Copy of Production)

7.0 Scope Document 2: S/4HANA Upgrade Testing

7.1 Scope of Testing Services

The Customer has initiated a technical system migration project with SAP to support current business needs at the Customer's operations, hereinafter referred to as the "Project". SAP will provide services, hereinafter referred to as the "Services", to assist the Customer with a technical upgrade of current SAP S/4HANA 2021 to SAP S/4HANA 2021 Feature Pack Stack (FPS) 01 solutions. The services are further described in this scope document. The Services will be managed and directed by leveraging SAP's Activate methodology. Any scope items or responsibilities not expressly defined in the Scope of SAP's Service are deemed out of Scope.

SAP will perform a scope validation assessment as part of prepare phase. Should there be any change with respect to the assumed releases, scope, approach, Assumptions, and exclusions, the same will be discussed with the Customer team. After mutual discussions/agreements, necessary scope/effort/timeline/cost changes will be incorporated via a change request.

The testing effort for the Customer's SAP implementation will encompass unit testing, one Regression testing cycle, followed by User Acceptance Testing (UAT), which Customer will be responsible for executing, with guidance and support from SAP.

Regression will cover critical core S/4HANA functionality together with the existing integrations for SuccessFactors and Workzone that will stay connected after go-live. Regression will cover end-to-end business processes. The overall focus throughout is on manual functional regression testing to allow for seamless integration across systems.

The SAP standard approach to testing follows the SAP Activate Implementation Methodology and is based on the leading practices which have been gained after many years of SAP implementations.

7.2 Testing Scope

This section describes the Testing Approach that will be employed to perform testing required for the S/4HANA Upgrade project. The testing scope will encompass Unit Testing, Regression testing and User Acceptance Testing (UAT). The focus is on manual functional testing of S/4HANA and end-to-end integration across SAP S/4HANA and associated applications, including third-party systems. The testing types are outlined in the table below.

7.2.1 Testing Systems in Scope

System	Module / Additional information
S/4HANA -	S/4HANA Public Sector Finance & Funds Management • New GL to Universal Journal • Chart of Accounts • General Ledger • Accounting and financial close • Account Payable • Account Receivable • Controlling • Bank Accounting • Asset Accounting • Project System • Cash Management • Fund Management Budget Execution and Control

	S/4HANA HCM • Payroll • HR Mini Master • Travel Management
	S/4HANA Sourcing and Procurement • Procurement Master Data • Invoice Management
	S/4HANA Operations and Maintenance • Capital Projects • Facilities Print Services
SuccessFactors	Employee Central, Recruiting, Learning, Onboarding, Career Site Builder, and SAP Build Work Zone

7.2.2 Test Strategy and Management

The Test Strategy defines the overall testing approach, planning, and coordination for the entire testing scope. It covers one Regression testing cycle end to end and **User Acceptance Testing (UAT)**.

Customer is responsible for the **execution** of UAT. Our team will provide **guidance and support** for UAT as well as responsibility for the regression testing.
Key activities include:

- Definition and documentation of the test strategy
- Risk-based test prioritization
- Stakeholder alignment and communication
- Planning and coordination of Regression testing
- Progress tracking, status reporting, and test metrics
- Management of test tools: SAP Cloud ALM (for test case management, execution tracking, and defect management)

7.2.3 Test Case Development

Development of manual Regression test cases based on existing business process documentation (BPPs), current system transactions, and risk-based analysis of critical processes. Test cases will be maintained in a customer-approved format (e.g., SAP Cloud ALM). The customer will provide input and validation of the test cases.

Since no specialized risk-analysis tooling will be used, prioritization will be performed through collaborative workshops and review sessions involving key stakeholders:

Process:
Conduct structured workshops with Business Process Decision Makers, Subject Matter Experts (SMEs), IT representatives, and the Testing team.
Review existing business processes, historical defect data, business impact, frequency of use, and regulatory/compliance requirements.
Jointly classify processes and test scenarios by risk level (e.g., Critical / High / Medium / Low) based on potential business impact if a defect occurs.
Agree on the final set of critical regression scenarios that will be tested. Only these high-priority items will be included in the regression test suite.

7.2.4 S/4HANA Functional Testing

Testing will focus on the core SAP S/4HANA functionality delivered through the RISE platform. The scope includes validating end-to-end business processes across relevant SAP modules to allow for functional correctness and process integrity using manual tests.

- Manual Testing: Execute up to 250 manual test cases, each test case with no more than 5 SAP GUI transaction codes or 5 Fiori Tiles, and each SAP GUI transaction codes or Fiori Tile with no more than 20 steps.

7.2.5 Handover of Test Assets

Upon completion of test cycles, developed test documentation including test plans, test cases, execution evidence, and defect logs—will be handed over to the customer for continued use in future testing and support phases.

7.2.6 Testing phases

The following testing phases are in scope:

Unit Testing: Completed during the configuration effort, is the lowest level of testing where the program or transaction is tested and evaluated for errors. The focus of the test is to be performed on technical conversion objects, custom code adjustments (WRICEFs), and simplification items after the system conversion.

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Regression Testing: SAP will support the execution of risk-based Regression testing focused on the critical existing business processes that remain in scope after the brownfield migration to S/4HANA. Testing will validate that the converted system continues to function as expected using migrated data from the pre-existing systems. Testing will be performed using SAP GUI only.
The Regression testing will consist of one focused Regression cycle (with an optional second cycle for defect retesting and expanded coverage if needed). Entry and exit criteria will be defined in the Test Strategy. SAP will execute the Regression tests in the Quality Assurance system with Customer support. The Customer will provide input and validation of the test cases.
Regression Testing Cycle: This cycle will focus on high-risk, critical business processes using a risk-based approach. Approximately 250 manual test cases will be developed and executed. No automation will be used. Execution includes test result logging, evidence capture, defect reporting, and retesting of defects within agreed timelines.
This approach will provide business continuity while minimizing testing effort on unchanged functionality.

Performance Testing: Customer does not have any tool for performance testing, it is highly recommended to adopt a tool to perform the testing and avoid any performance issues in production, performance test is out of scope SAP provides services to support performance testing as part of Max Success Plan.

User Acceptance Testing (UAT): During User Acceptance Testing, SAP will provide support to identify any scope changes and perform defect resolution. Power users and end users execute UAT to validate the end-to-end business processes. The entry and exit criteria for UAT will be defined in the Testing strategy. It is the Customer's responsibility to manage and execute UAT, verify that the end users can utilize the solution based on security roles, and sign off on the solution. UAT allows the Customer's team to determine whether the system satisfies the acceptance criteria as defined in the Design and enables the end users to decide whether to accept the system. Once formal acceptance has been provided, the system will be deployed to production and made available to end users.
UAT - Conducted by business users with support from the testing team to validate that the solution meets business requirements. UAT Support for UAT preparation and execution, including test case walkthroughs, environment coordination, and issue resolution. Business users will execute UAT with oversight from the test team to validate business readiness.

Testing Type	Description	Who Conducts It	Key Inputs / Notes
Unit Testing	Light unit testing performed on technical conversion objects, custom code adjustments (WRICEFs), and simplification items after the system conversion. No full	SAP for fit-gap / WRICEF development objects and conversion-related items. Customer for	Existing custom code, conversion logs, simplification items, and migrated configuration. Test results will confirm basic functionality of converted

	configuration or new functionality is being implemented.	other areas within scope.	objects before regression testing.
Regression (End to End)	Risk-based end to end regression testing focuses on the most critical existing business processes after the brownfield S/4HANA migration. Validates that core functionality continues to work as expected with migrated data. Testing will be performed using SAP GUI only (Fiori is out of scope). Finance module is excluded. Approximately 250 manual test cases.	SAP testing team	Test cases developed jointly based on existing business process documentation, critical transactions (T-codes), and risk-based analysis conducted through workshops with Business, IT, and SMEs. No automation in scope
User Acceptance Testing (UAT)	Final testing cycle before Go-Live to validate that the solution meets business requirements.	Customer.	Validates alignment with business requirements. SAP testing team will support Customer business users.

Testing approach:

- SAP will create the overall Test Strategy, including planning and coordination of the Regression testing and UAT. Activities include risk-based test prioritization, stakeholder alignment, and progress reporting. The Test Strategy informs the overall framework and approach for testing the Customer's system and work products (i.e. Business Process Procedures (BPPs) for the Project.
- Testing is a critical component of implementation and is critically important to confirm application quality throughout the life of the system and environment. Testing verifies and validates that the as-built System meets project requirements. Testing also helps achieve quality by minimizing defects in the configured solution. The Test Strategy is the first testing-related deliverable and defines the testing stages and testing approach tailored specifically for the Customer. This document is the product of a collaborative effort between Customer and SAP.
- SAP is responsible for the development of manual test cases based on business process documentation, functional specifications, and configuration inputs. Test cases will be maintained in a customer-approved format (e.g., CALM).
  Note: SAP is open to use customer tools such as Microsoft Azure DevOps (ADO) if it does not interrupt the testing processes - e.g., log in to CALM and export to ADO via APIs/reports (CALM supports exports). This avoids dual entry and is aligned with SAP Activate.
- Test Case Execution includes manual execution of test cases, result logging, evidence capture, defect reporting, and retesting of defects for which a solution was found within agreed timelines.
- Upon completion of test cycles, developed test documentation - including test plans, test cases, execution evidence, and defect logs—will be handed over to the Customer for continued use in future testing and support phases.

Tool	Primary Purpose	Relevance to Testing
SAP Cloud ALM	Test management (manual & automated)	Central hub for planning, managing, and executing test cases

7.2.7 Testing Assumptions

- SAP will lead in the development and execution of the testing strategy for both Unit testing, and UAT. SAP will work with Customer to develop the test plans for the testing phases. SAP will lead the development and execution of the Testing Strategy, primarily focused on Risk-based Regression Testing
- SAP will assist Customer with the resolution of defects found during the testing that are related to the implementation of this Project by following SAP's standard practice for defect resolution as seen in Customer's support and product agreement.
- testing to simulate real data conditions.
- Test scripts will be executed within the SAP landscape only with a single set of data.
- The available defect management process will be followed.
- Any additional test execution beyond the scope, or rewriting/rework of scripts due to changes in UI technology, UI properties, or changes in the Flow after the script signed off, will be considered as additional scope and would need a Change Request.
- Changes to automated tests due to functionality changes will be considered as additional scope and charged as excess hours.
- SAP is responsible for documenting test cases for regression testing.
- Customer is responsible for validating testing cases identified.
- Customer will identify the regression test cases that are in scope following a risk-based approach.
- Customer will assign an appropriate number of testers per workstream for UAT.
- Test cases are not training materials for end users. The test cases are formal, executable documents that clearly define the step-by-step actions, required input data, and expected system outputs to validate end-to-end business processes in SAP S/4HANA and connected applications.
- There is a freeze for UI/UX changes at the end of Testing case development of the project. UI/UX changes after date may require rework in manual execution and therefore a change order.

7.2.8 Testing Exclusions

The following activities are explicitly out of scope for this engagement:

- System integration testing
- Testing end-to-end processes
- Performance Testing (load/stress/volume testing of the SAP landscape).
- Automation testing for functional processes

8.0 RACI for Testing

The Customer has overall accountability for the project. SAP and Customer agree on the following responsibility matrix for the key activities.

Responsible (R): Charged with performing the activities. A mutually agreed project plan may define further at the work unit level.

Consulted (C): Provides input on how to perform the activity and supports the execution of the activity.

Informed (I): Provided with information.

Activity in SAP Activate Phase	SAP	Customer
Explore Phase		
Finalize the integration testing approach and test plan.	R	R
Realize Phase		
Model and Document business process.	I	R
Validate connectivity and integration setup.	R	C
Link process steps to requirements/test cases in SAP Cloud ALM.	R	C
Provide traceability between process models and test artifacts.	R	C
Develop Unit test cases for Fit-gap WRICEF development objects and Simplification item scope.	R	C
Prepare and set up Unit test data for Fit-gap WRICEF development objects and Simplification item scope.	R	C
Develop Unit test cases except Fit-gap WRICEF development objects and Simplification item scope.	C	I
Prepare and set up Unit test data except Fit-gap WRICEF development objects and Simplification item scope.	C	I
Manage test status and produce test report; document and prioritize testing issues/defects encountered.	R	C
User Acceptance Test (UAT)	C	R
Finalize the Regression and User Acceptance Testing (UAT) approach and test plan.	R	C
Develop test cases for regression testing, which could be used for UAT testing.	C	R
Prepare and set up Regression test data.	C	R
Perform Regression Test. Regression Test to be executed by SAP, supported by Customer nominated end-users to validate the end-to-end business processes.	R	C
Manage Regression Test status and produce regression test report; document and prioritize testing issues/defects encountered.	R	C
Address agreed defects found during regression testing that are related to the implementation of the project, provided that such defects are related to the agreed SAP Service scope and activities.	R	C
Address regression defects related to the Project which are related to Customer responsibilities.	C	R
Address regression test defects related to the Project for the respective areas of responsibility. For the avoidance of doubt, Customer will primarily be responsible for defects, which are related to Customer responsibilities, and SAP will primarily be responsible for addressing defects which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.	R	C

Finalize the User Acceptance Testing approach and test plan.	R	C
Prepare and set up UAT test data.	C	R
Perform User Acceptance Test. User Acceptance Test to be executed by Customer nominated end-users to validate the end-to-end business processes.	C	R
Manage test status and produce UAT test report; document and prioritize testing issues/defects encountered.	R	C
Address agreed defects found during the UAT testing, provided that such defects are related to the agreed SAP Service scope and activities.	R	C
Address agreed defects found during the UAT testing, provided that such defects are related to the agreed Customer responsibilities.	I	R
Address UAT test defects related to the Project for the respective areas of responsibility. For the avoidance of doubt, Customer will primarily be responsible for defects, which are related to Customer responsibilities, and SAP will primarily be responsible for addressing defects which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.	R	C

9.0 Testing Project Schedule

- The overall estimated schedule of the testing workstream is planned for 37 weeks.
- SAP shall contact Customer after the Effective Date of the Order Form to schedule the start of the Services within the estimated start and end date as set forth in the Order Form.
- Customer triggered delays to the planned project schedule on short notice, for SAP activities planned to start within a lead time of 4 weeks, would lead to a Change Request. The reason for such delays could be non-fulfillment of pre-requisites by Customer or any other Customer specific reason
- SAP may require a lead time of 4 to 6 weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.

Estimated Schedule for Phase	Estimated Duration (Weeks)	Planned Start Date (in week #)
Prepare	5	February 1, 2027
Explore	9	March 8, 2027
Realize	17	May 10, 2027
Deploy	2	September 6, 2027
Run (Hyper Care)	4	September 20, 2027

10. Testing Project Organization

10.1 SAP Team Testing Roles

The SAP Services Project roles are as follows. Note that these roles are for planning purposes and SAP will adjust the roles as needed to support the Customer engagement. SAP may elect to staff a single Consultant to serve multiple roles, or multiple Consultants to serve a single role. Invoicing is determined by the Service Element(s) as set forth in the Order Form, and not by the SAP team roles. SAP will determine the applicable Service Element from the Order Form for invoicing purposes based on the nature of the Services performed.

The SAP Services Project roles are as follows.

Customer Project Team	Description of Role	Level of Involvement
Testing Architect	• Overseeing the testing activities, test planning, execution, and managing the testing needs for stakeholders. • Planning, designing, and preparing for testing the configured or built system. • Primary Testing Program Point of Contact. • Test strategy agrees on the key elements of the test strategy and documents them in the test strategy document. • The test architect will validate that the setup, configuration, and connectivity between SAP and SAP Cloud ALM is properly established to support process traceability and integration with testing activities. • Management of the execution of test cases.	Full-time
Test Engineers –& Manual	• Identify SAP business processes and transactions suitable for automation. • • Develop manual test cases to validate business processes. • Create or gather test data required for executing test scenarios. • Provide test data that aligns with real-world business cases and covers edge cases. • Follow test cases to verify system behavior against expected outcomes. • Identify, document, and log defects in defect management tool. • Provide defect descriptions, including steps to reproduce, screenshots, and severity levels. • Retest defects after corrections and validate resolution. • Test case Development for Manual Test Cases • Manual Test Case Execution • Test Data Management	Full-time

10.2 Customer Testing Team

The key resources required from the Customer are as follows:

Customer Project Team	Description of Role	Level of Involvement
Test Lead	• Plan & Lead Test Workstream • Coordinates the key users in their role as testers.	Full-time (100%) throughout the entire testing period
Test Coordinator	• For each business process area, the Customer must provide a Test Coordinator responsible for supporting test planning, execution, and defect management.	Part-time (50–60%) during regression

Key Business Users / Power users	• Contributes business knowledge, develops test cases, executes UAT test cases to validate real-world business scenarios, reports, and overall usability.	Test Case Review: 30–40% Regression test UAT: 100% (full-time during UAT window)
Data Captain	• The customer must provide a Data Captain for each SAP module. This role will be responsible for verifying that data sheets are completed, and that data is properly loaded into the system in preparation for testing during regression testing and UAT.	Part-time (40–50%) during data preparation and regression testing phase

11. SAP Testing Work Products

11.1 Project Testing Work Products

The following table lists the SAP Work Products, which will be considered completed and accepted upon delivery by SAP to Customer.

Activate Phase	Deliverable	Description
Explore	Test Strategy	High-level framework that defines testing principles, test levels (regression test, UAT), entry/exit criteria, risk management, and alignment with business processes.
Explore	Test Plan	A document outlining the overall testing approach, scope, objectives, resources, timelines, environments, and responsibilities for regression and UAT.
-Explore	Regression Test and UAT Test Plan	A document outlining the overall testing approach, scope, objectives, resources, timelines, environments, and responsibilities for UAT.
Realize	Regression Test Report	Execute planned test cases and document results. remediate code as needed and retest.
Realize	User Acceptance Testing Report	Execute planned test cases and document results. remediate code as needed and retest.
Realize	Test environment configured and User Acceptance	Quality Assurance Environment containing agreed configuration and User Acceptance Test complete.
Realize	Tested Quality Assurance Environment	Environment containing agreed configuration and User Acceptance Test complete.
Realize	Regression Test / UAT Test Cases	Documented Regression test/UAT test cases linked to functional requirements and business processes.
Realize	Regression Test /UAT Test Data	Data sets (realistic but anonymized) were prepared to execute Regression test and UAT scenarios.
Realize	Test Execution Results / Logs Regression	Record of executed test cases, including status (Pass/Fail), evidence (screenshots, logs), and defect linkage.

Realize	Test Execution Results / Logs UAT	Record of executed test cases, including status (Pass/Fail), evidence (screenshots, logs), and defect linkage.
Realize	Defect Report Regression	Centralized log of identified defects, including severity, priority, resolution, and retesting evidence.
Realize	Defect Report UAT	Centralized log of identified defects, including severity, priority, resolution, and retesting evidence.
Realize	Test Summary Report	Report summarizing Regression and UAT testing activities, execution coverage, defect metrics, risks, and readiness for go-live.
Deploy	Test Summary Report	Final report summarizing Regression and UAT testing activities, execution coverage, defect metrics, risks, and readiness for go-live.

12. General Customer Testing Responsibilities

Customer is expected to actively support the testing team throughout the testing phases, particularly in areas involving third-party applications, external interfaces (e.g., non-SAP systems, SuccessFactors), and any business processes,

Specific expectations from Customer include:

Knowledge Transfer and Functional Guidance

- Provide subject matter experts (SMEs) to conduct walk-through sessions with the testing team to explain the functionality, business rules, and expected behavior of third-party applications and complex integrated processes.
- Schedule these sessions in advance of Regression (minimum 2–3 hours per major process area).
- Be available on demand during test execution to clarify functionality, validate test results, and confirm whether observed behavior is correct or a defect.

Provision of Test Assets

- Supply existing unit test cases, business process flows, or user manuals for SAP S/4HANA, SAP SuccessFactors, Work Zone systems, and non-SAP systems.
- Provide valid test data sets, test accounts, and test scenarios required to execute end-to-end tests involving external systems.
- Review and validate test cases created by the SAP team for accuracy from a business perspective.

Defect Investigation and Resolution Support

- For any defects identified in third-party applications or external interfaces, Customer will coordinate with the respective vendors or internal support teams to investigate root causes and apply fixes or workarounds.
- Provide timely feedback on whether a defect is related to the SAP implementation or to the third-party system.

Availability During Test Execution

- Assign dedicated business users / power users to support the testing team during Regression (minimum 50–70% availability during core testing hours).

- Participate in daily defect triage meetings when required.
- Assist in reproducing issues and confirming expected results, especially for integration scenarios.

UAT Support

- Customer is responsible for the execution of User Acceptance Testing (UAT).
- SAP team will provide guidance, test management support, and defect orchestration. Customer will lead the execution using the approved Regression test cases.

13. General Testing Project Assumptions

- If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
- As part of the project planning and kick-off, SAP will perform a scope validation. Should there be any change with respect to the assumed scope, the same will be discussed with the Customer team, and necessary scope, timelines, and effort/cost changes will be incorporated after mutual discussions/agreements via a change order.
- Services are delivered remotely.
- Except for productive cutover downtime, system Migration activities, post-go-live technical SAP basis support, and platform support for technical Migration are provided during weekdays (Monday - Friday) and within normal business hours (between 8:00 a.m. - 6:00 p.m. EST), in accordance with SAP recognized holidays, observed by SAP's registered office of the SAP services delivery location. Any requirement for shift (outside of normal working hours) or weekend (Saturday - Sunday) work for Non-Productive Systems or for uptime activities for a Production System or for technical SAP basis support or for platform support for technical Migration, must be discussed and shall be subject to a Change Request.
- Services are based on a predefined scope and delivery model. In performing the Services:
    - SAP Will follow applicable parts of the Rise with SAP methodology.
    - SAP may utilize project accelerators.
    - SAP May use software and tools ("Tools") for which all rights of authorship remain with SAP or SAP SE. In case Tools are copied to Customer´s system, Tools and permitted copies thereof must be deleted at the end of the Services. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use such Tools for any other remaining purpose. Tools are provided on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Services.
- The estimated timelines are based on the continuous availability of systems (if required) as well as the Customer fulfilling their prerequisites and responsibilities as set forth herein.
- It is assumed that the customer will arrange the appropriate network connectivity with third-party, non-SAP systems, and Legacy systems.
- The prerequisites and responsibilities on the Customer's side or by third parties are completed on time in accordance with the project schedule.
- Any changes to the scope of Services, whether requested during or after the Services term shall be subject to a Change Request or separate Services agreement in consideration of additional fees.
- The Customer will provide appropriate technical and/or functional clarifications to the SAP project team.
- During this Project, it is assumed that the third-party System to which the SAP programs will be interfaced will not be migrated (technical/functional), and these systems will be available on a full-time basis.
- It is assumed that the Customer will provide the required support for the existing applications required.
- In case of project breaks or delays arising out of the Customer situation, the impact on the project timeline and cost will be handled through a change request.
- Project documentation and results are delivered in English, and any translation work for documentation (if needed) is done by the Customer.

14. Testing Exclusions

In addition to the exclusions, as set forth in the Service Description, the following exclusions apply. Changes in assumptions and exclusions may result in a Change Order.

- System integration testing
- Testing workstream is not responsible for scope related to Tricentis, LeanIX, Signavio, and CALM. – Note: CALM scope is covered in exhibit 4.
- Activities in non-SAP solutions and tools (except for MSFT ADO).

15. Testing Definitions

DEV – Development System.

PRD – Production System.

QAS - Quality Assurance (Environment).

RAID LOG – Risks, Assumptions, Issues, & Dependencies. Refers to the project management tool used for centralizing and simplifying the collection, monitoring, and tracking of project information.

REGRESSION TESTING - Regression testing is defined as a type of software testing to confirm that a recent program or code change has not adversely affected existing features. Regression Testing is nothing but a full or partial selection of already executed test cases that are re-executed to existing functionalities work.

RETROFIT – Process to synchronize changed objects from maintenance development system to project development system in dual track landscapes.

SMOKE TESTING - Smoke testing is the preliminary check of the software after a build and before a release. This type of testing finds basic and critical issues in an application before critical testing is implemented.

SYSTEM INTEGRATION TESTING - Integration testing is a type of software testing in which the different units, modules, or components of a software application are tested as a combined entity.

UNIT TESTING – Unit testing is a software development process in which the smallest testable parts of an application, called units, are individually and independently scrutinized for proper operation.

USER ACCEPTANCE TESTING - User Acceptance Testing (UAT) is defined as testing the software by the user or client to determine whether it can be accepted or not. This is the final testing performed once the functional, system, and Regression testing are completed.

16. Scope Document 3: S/4HANA HR Operations Support

16.1 Scope of SAP HR Operations Support Services

Services to be delivered to Customer under this Order Form consist of the Services specified in this section.

A. Employee Central (EC) Support Services

The SAP Consultants will provide ongoing operational support for the Employee Central module, serving as the Customer's core HR system of record for position management, employee lifecycle, time, benefits, and payroll integration.

Support activities may include assisting the Customer with:

- Monitoring employee data changes and pending workflow approvals
- Processing HR actions (at the direction of the Customer) including same-day hires, emergency terminations, and off-cycle transactions
- Supporting S/4HANA payroll integration — replication, reconciliation, and error handling using the Data Replication Monitor
- Supporting transactions related to full employee lifecycle including hire, rehire, transfer, termination, and retirement transactions
- Maintaining position management and organizational structure including open, frozen, and obsolete position review
- Administering time and leave management — types, approval workflows, and balance accruals including Leave of Absence and Return from Leave of Absence transactions
- Executing EC Reporting: workforce analytics, ad-hoc queries, and standard reports for the Customer
- Administering security roles including permission groups and role-based access management
- Executing mass data changes and supporting import/export operations using HRIS sync and employee data import tools

B. Recruiting Management (RCM) Support Services

The SAP Consultants will provide ongoing operational support for the Recruiting Management module, covering end-to-end talent acquisition from job requisitions through candidate pipeline management, offers, and integration with Onboarding.

Support activities may include assisting the Customer with:

- Creating and managing job requisitions using approved templates, approval routes, and position linking
- Managing candidate sourcing for internal and external applicants.
- Coordinating interview scheduling, assessment forms, and interview guides.
- Supporting offer letter generation, approval workflows, and e-signature processing
- Managing candidate status and disposition coding in accordance with OFCCP and EEO compliance requirements.
- Triggering and monitoring automatic onboarding initiation from RCM hire decisions to ONB
- Generating and distributing recruiting reports including open requisitions, time-to-fill, and pipeline analytics.
- Administering requisition templates, picklists, and routing maps — updating per hiring season changes
- Monitoring candidate pipelines and flag stalled requisitions

C. Onboarding (ONB) Support Services

The SAP Consultants will provide ongoing operational support for the Onboarding module, supporting the end-to-end new hire intake process from offer acceptance through Day 1 readiness and EC employee record activation.

Support activities may include assisting the Customer with:

- Setting up new hire portals and assign task lists to new employees
- Managing compliance task administration including I-9 processing, tax form collection, and policy acknowledgements
- Administering electronic forms and e-signature workflows
- Coordinating equipment and system access provisioning checklists in collaboration with Customer IT teams
- Maintaining Day 1 readiness checklists covering HR, IT, Facilities, and Manager tasks.
- Monitoring onboarding completion rates targeting Customer defined per on-time task completion.
- Conducting compliance task audits — identify and remediate incomplete I-9s and outstanding forms.
- Administering onboarding templates, task lists, and due date configurations.
- Supporting the integration between ONB and EC verifying onboarding completion triggers employee record activation

D. Career Site Builder (CSB) Support Services

The SAP Consultants will provide ongoing operational support for the Career Site Builder module, supporting the public-facing DCPS talent brand portal including job posting management, site content, SEO, and candidate experience analytics.

Support activities may include assisting the Customer with:

- Verifying that new job postings appear on the career site within the Customer defined time period for requisition publishing
- Reviewing and flagging action content, broken links, and apply-flow issues
- Monitoring apply button functionality and application submission success rates.
- Administering site builder operations — page templates, layout management, and content blocks.
- Managing job posting lifecycle — publish, unpublish, categorize, and feature positions per recruitment priorities.
- Maintaining brand and theme standards — DCPS logo, approved colors, and imagery guidelines.
- Managing SEO configuration including meta tags, structured data, and job posting schema.
- Maintaining social sharing and job board syndication settings (LinkedIn, indeed, and external boards).
- Reviewing candidate traffic and apply-rate analytics on a weekly basis.

16. 2 Support Model: HR Operations Support

The SAP Consultants will operate within the Customer's established three-tier support structure for supported SuccessFactors modules in scope i.e. SuccessFactors Employee Central, Recruiting Management, Onboarding and Career Site Builder as follows:

Support Level	Support Level Description	Support Level Activities
L1	Help Desk	First point of contact for navigation, password resets, basic data entry queries, and ticket logging/initial triage
L2	Super Users / HR Admins	Process-level functional support, configuration requests (templates, picklists, workflows), data corrections, mass updates, and cross-module integration queries
L3	SAP Consultant	System configuration changes, integration defect resolution, data migration corrections, and security role or permission changes. Platform or product defects are escalated to SAP Product Support via incident ticket

16.3 Customer Responsibilities and Services Related Assumptions: HR Operations Support

- SAP PMO will provide oversight management responsibility for the project and controls implementation scope, resources, and targeted solutions
- Business requirements, resources, and dates may change. Customer is responsible for revising estimated project plans and requesting changes to SAP service requirements.
- All supporting documentation will be developed using industry standard tools (Microsoft Office — Word, Excel, PowerPoint, Visio) or other mutually agreeable platforms.
- Customer and SAP will hold weekly status meetings to clarify open issues and questions unless a different interval is mutually agreed.
- The Services will have sponsorship from Customer's senior management, who will be available on a timely and regular basis to monitor progress and act as decision makers for policy decisions. Customer will designate a Point of Contact available throughout the engagement.
- Customer will provide appropriate resources including data, information, workspace, cooperative personnel, and necessary IT resources including equipment and system access.
- Customer will provide SAP Consultants with timely access to SAP SuccessFactors environments, admin credentials, and related systems required to perform the Services.
- Customer is responsible for reviewing and validating outputs, corrections, and configurations performed by the Consultants.

16.4 Out of Scope Services: HR Operations Support

- The following support activities are excluded from SAP's scope of services under this Order Form:
- SAP Work Zone (WZ) Unified Employee Experience Portal — is explicitly excluded from the scope of this Order Form
- New module implementations, system configurations requiring platform-level changes (L3), or new integration builds.
- Custom development, ABAP programming, or BTP extension development.
- Third-party application integration setup or administration (e.g., Concur, Neptune DXP, LinkedIn, Indeed).
- Infrastructure provisioning, system architecture design, or server/network management.
- Payroll processing, payroll configuration, or S/4HANA payroll administration beyond integration monitoring.
- Legal, tax, or regulatory compliance advisory services.
- Services beyond the Expected End Date of September 17, 2027, unless otherwise agreed in writing.

CONTRACTOR PREQUALIFICATION RENEWAL CERTIFICATION

The Contractor Prequalification Review Committee reviewed and recommended the following Contractors be approved for Renewal Certification to submit bids on construction projects with Duval County Public Schools in accordance with Florida Statutes 1013.46(2) and as defined under the State Requirements for Educational Facilities (SREF).

The contractors listed below will appear on the agenda for the Duval County School Board hearing on: **August 4, 2026**

	CONTRACTOR	ADDRESS	CITY	ST	ZIP	CONTACT PERSON	TELEPHONE	CATEGORIES	LICENSE(S)	INSURANCE: SINGLE LIMIT	INSURANCE: AGGREGATE LIMIT	OEO*	PRIOR DISTRICT FACILITIES WORK
1	CGC INC.	7036 12th Street W.	Jacksonville	FL	32220	Richard C. Gaskin Jr.	904-783-4119	Construction Services Utility/Underground Services	CGC1524573 CUC1225351	$25,000,000	$50,000,000	YES	NO
2	H.A. Contracting Corp	9500 NW 12 Street Bay 1	Miami	FL	33172	Henry Angelo III	305-591-9212	Construction Services Roofing Services	CGC010703 CUC056875	$60,000,000	$120,000,000	NO	NO

END

The Office of Economic Opportunity (OEO) currently operates under School Board Policy 7.72

FACILITIES
August 2026

PERIODIC REPORT OF SUBSTANTIAL COMPLETIONS, FINAL INSPECTIONS, ORIGINAL CONTRACT AMOUNT AND NET SUM OF ALL CHANGE ORDERS ON MAJOR MAINTENANCE PROJECTS UNDER $1,000,000.00 THAT DID NOT REQUIRE AN AGENDA ITEM

SCHOOL NO.	SCHOOL NAME	PROJECT NO. & Category	PROJECT TITLE	EFFECTIVE DATE OF SUBSTANTIAL COMPLETION	EFFECTIVE DATE OF FINAL INSPECTION	CURRENT CONTRACT AMOUNT	SCOPE
238	Ft. Caroline MS	A-10954 (1-Mill)	Track Resurface	08/26/2025	09/16/2025	$229,254.25	Mill and repave entire track
211	Southside MS	A-10954 (1-Mill)	Track Resurface	06/26/2025	07/22/2025	$218,972.35	Mill and repave entire track
156	YMYW-Leadership Academy	A-10954 (1-Mill)	Track Resurface	08/26/2025	09/16/2025	$280,660.50	Mill and repave entire track
224	Wolfson HS	M-83590 (Major Maint.)	Lift Station Improvements Phase 2	08/04/2025	02/27/2026	$166,889.00	Install new lift station serving baseball, softball and volleyball area on the southwest side of the property
265	First Coast HS	M-83810 (Major Maint.)	DW Drainage Improvements	12/04/2025	05/01/2026	$363,907.00	Football Drainage Improvements
223	Fletcher HS	M-84420 (Major Maint.)	Bleacher Repairs	04/30/2026	No permit needed	$130,300.00	Football Field Home & Visitor Side Bleacher Repairs

PERIODIC REPORT OF PHASE III DRAWING COMPLETIONS ON MAJOR MAINTENANCE AND MINOR CAPITAL PROJECTS UNDER $1,000,000.00 THAT DID NOT REQUIRE AN AGENDA ITEM

SCHOOL NO.	SCHOOL NAME	PROJECT NO.	PROJECT TITLE	DATE OF PHASE III DRAWING COMPLETION
30	Loretto ES	M-83990	Emergency Generator Replacement	06/10/2026
62	Oceanway MS	A-10950	Baseball and Softball Field Bleacher Replacement	06/03/2026
213	Arlington MS	A-10950	Baseball and Softball Field Bleacher Replacement	06/03/2026
253	Twin Lakes Academy	A-10950	Baseball and Softball Field Bleacher Replacement	06/03/2026
256	Landmark MS	A-10950	Baseball and Softball Field Bleacher Replacement	06/03/2026
211	Southside MS	M-84320	Southside Middle School Restrooms Renovation	06/03/2026

For: August 2026

FACILITIES SERVICES

THE FOLLOWING IS A LIST OF CHANGE ORDERS (CO) THAT DID NOT REQUIRE AN AGENDA ITEM, BECAUSE THEY ARE LESS THAN 3% OF THE CONTRACT AMOUNT OR $50,000 (FIFTY THOUSAND DOLLARS) WHICH EVER IS GREATER.

DCSB PROJECT NAME AND NUMBER	CO #	CO AMOUNT	# DAYS	CONTRACTOR	ORIGINAL CONTRACT AMOUNT	TOTAL CO % TO DATE	DESCRIPTION OF CHANGE ORDER	ADDITION / DEDUCTION	NET SUM OF ALL CO(s) WITHIN PROJECT BUDGET
P-89500 Safety & Security Group G - Phase 1 Capital Improvements	1	$0.00	14	Spencer Construction & Engineering, Inc.	$1,977,832.85	0.00%	Time Extension	$0.00	$0.00
								Total Additions	$0.00
								Total Deductions	$0.00
								Total Difference	$0.00
P-89500 Safety & Security Group G - Phase 1 Capital Improvements	2	$0.00	14	Spencer Construction & Engineering, Inc.	$1,977,832.85	0.00%	Time Extension	$0.00	$0.00
								Total Additions	$0.00
								Total Deductions	$0.00
								Total Difference	$0.00

Duval County Public Schools---- Office of Facilities Design and Construction

Instructions: Submit three (3) originals of this form with proper back-up and a letter from A/E indicating who initiated each item of the change order and A/E's concurrence as to price and time extension (if any).

DUVAL COUNTY PUBLIC SCHOOLS
CONSTRUCTION CHANGE ORDER

DCPS PROJECT:	P-89500 - 73 GROUP G-SAFETY/SECURITY Capital Improvements Phase 01	**CHANGE ORDER NO.:**	
ARCHITECT/ENGINEER:	POND, 1200 Riverplace Blvd, Suite 600, Jacksonville, FL 32207	**DATE:**	05/28/2026
TO: CONTRACTOR ADDRESS	Spencer Construction & Engineering, Inc., 6722 Arlington Expressway, Jacksonville, FL 32211	**PROJECT NO.**	P-89500
		A/E JOB NO.:	

YOUR PROPOSAL(S) DATED May 28, 2026 **HAVE BEEN ACCEPTED FOR MAKING THE FOLLOWING CHANGES:**

DESCRIPTION OF PROPOSED CHANGE:	**DECREASE**	**INCREASE**
Time Extension Only — Gate installation delays due to supplier		
delivery delay and core drill equipment failure;		
Louis Sheffield ES, John Love ES, Garden City ES & San Mateo ES,		
Phase 01 Gate Scope — Excusable Non-Compensatory		
SUBTOTAL:		
TOTAL DECREASE/INCREASE:		

THE ORIGINAL CONTRACT SUM WAS:	$1,977,832.85
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS:	N/A
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS:	N/A
THE CONTRACT SUM WILL BE DECREASED/INCREASED BY THIS CHANGE ORDER:	N/A
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE:	N/A
THE CONTRACT TIME WILL BE DECREASED/INCREASED/UNCHANGED BY: For any change in TIME, it must be identified herein if the change is "Excusable compensatory" or "Excusable non-compensatory". If excused compensatory, compensation must be recited and documented herein and approved by the Owner.	14 **DAYS**
THE DATE OF SUBSTANTIAL COMPLETION THEREFORE IS:	June 12, 2026

By execution of this Change Order the Contractor acknowledges that all issues related to compensation and time have been resolved and payment recited herein is full compensation for the work identified in this Change Order.

Pond & Company	Spencer Construction and Engineering	**Duval County Public Schools**
Architect/Engineer	**Contractor**	**Owner**
By: Ashley E. Snider	By: Shanell Owens	By: David Looney
Date: 06/03/2026	Date: 05/28/2026	Date: 06/03/2026

Duval County Public Schools---- Office of Facilities Design and Construction

RECEIVED
By David Looney at 6:20 am, Jun 12, 2026

Instructions: Submit three (3) originals of this form with proper back-up and a letter from A/E indicating who initiated each item of the change order and A/E's concurrence as to price and time extension (if any).

DUVAL COUNTY PUBLIC SCHOOLS
CONSTRUCTION CHANGE ORDER

DCPS PROJECT:	P-89500 - 73 GROUP G-SAFETY/SECURITY Capital Improvements Phase 01	**CHANGE ORDER NO.:**	2
ARCHITECT/ENGINEER:	POND, 1200 Riverplace Blvd, Suite 600, Jacksonville, FL 32207	**DATE:**	6/10/2026
TO: CONTRACTOR ADDRESS	Spencer Construction & Engineering, Inc., 6722 Arlington Expressway, Jacksonville, FL 32211	**PROJECT NO.**	P-89500
		A/E JOB NO.:	

YOUR PROPOSAL(S) DATED June 10, 2026 **HAVE BEEN ACCEPTED FOR MAKING THE FOLLOWING CHANGES:**

DESCRIPTION OF PROPOSED CHANGE:	**DECREASE**	**INCREASE**
Time Extension Only — Gate installation delays due to supplier		
delivery delay and core drill equipment failure;		
Louis Sheffield ES, John Love ES, Garden City ES & San Mateo ES,		
Phase 01 Gate Scope — Excusable Non-Compensatory		
SUBTOTAL:		
TOTAL DECREASE/INCREASE:		

THE ORIGINAL CONTRACT SUM WAS:	$1,977,832.85
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS:	N/A
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS:	N/A
THE CONTRACT SUM WILL BE DECREASED/INCREASED BY THIS CHANGE ORDER:	N/A
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE:	N/A
THE CONTRACT TIME WILL BE DECREASED/INCREASED/UNCHANGED BY: For any change in TIME, it must be identified herein if the change is "Excusable compensatory" or "Excusable non-compensatory". If excused compensatory, compensation must be recited and documented herein and approved by the Owner.	14 **DAYS**
THE DATE OF SUBSTANTIAL COMPLETION THEREFORE IS:	June 26, 2026

By execution of this Change Order the Contractor acknowledges that all issues related to compensation and time have been resolved and payment recited herein is full compensation for the work identified in this Change Order.

Pond & Company	Spencer Construction and Engineering	**Duval County Public Schools**
Architect/Engineer	**Contractor**	**Owner**
By: Ashley E. Anderson	By: Shanell Owens	By: David Looney
Date: 06/11/2026	Date: 06/10/2026	Date: 06/12/2026

DUVAL COUNTY
PUBLIC SCHOOLS

Comprehensive Safety Inspections Report Executive Summary

Purpose & Background: The Department of Education requires that every facility owned or leased by the district be inspected by an appropriately certified inspector (*Florida State Statue 1013.*12) each fiscal year. The district employs three Safety Specialists that are certified as Municipal Fire Inspectors by the State Fire Marshal. The Safety Specialists perform these inspections under the supervision of the Office of Code Enforcement. The inspections are comprehensive and include Fire Safety, Casualty, and Sanitation for all buildings at each facility.

Description: At the conclusion of each inspection, copies of the report are distributed to the appropriate party responsible for corrective action. There are three classifications of citations in the report:

- Maintenance (M): These are generally issues that need to be "fixed" and are addressed by the maintenance department. Once maintenance receives the reports, they review the "write up" and issue a safety work order to the appropriate work centers. Priorities are assigned based on the type of issue or hazard.
- Operational (O): These are school-based issues that are addressed by the Building Principal or their designee. These include things like blocked exits, lack of escape maps, storage issues and cleanliness. The school's assigned Safety Specialist follows up with a 30-day email to confirm compliance and offer any assistance needed with making corrections.
- Capital Project (C): This indicates the citation is a larger issue and will require a capital project. These citations are managed by the Facilities Design and Construction Services Department. Once received, items marked with a "C" are reviewed by the Director of Projects and coordinated with the Maintenance Department to prioritize Safety-to-Life projects on the 5-Year Capital Improvement Plan.

The Safety Specialist utilizes Risk Assessment Code (RAC) system to prioritize the entries. The RAC uses numbers 1-5 to prioritize hazard abatement. These are based on the inspector's perception and experience. Most of the citations fall in the 3 – 4 range.

(Any imminent hazards are addressed immediately, prior to the inspector leaving the facility.)

1. Immediate Hazard = Correct immediately.
2. Serious = Correct as soon as possible.
3. Moderate = Needs to be corrected, but injury or loss risk is low.
4. Minor = Needs corrected, but risk is almost non-existent
5. Negligible = Correct when non-compliant.

Outcome & Next Steps: A detailed Safety Inspection Report for each facility that outlines the categories of citations as noted above is available for review and provided to all departments responsible for corrective action. The Office of Code Enforcement will conduct ongoing Safety Inspections in accordance with requirements set forth in the State Requirements for Educational Facilities (SREF) and Fire Code.

Key to Annual Comprehensive Safety Inspection Reports

Reference (first column): This column identifies the source cited by the inspector for each deficiency. Most citations reference the State Requirements for Educational Facilities (SREF) or the National Fire Protection Association Life Safety Code (NFPA). Other references may be used in specific cases, but most citations come from these two sources.

Priority: We use a Risk Assessment Code (RAC) system to prioritize the entries. The RAC uses numbers 1-5 to prioritize hazard abatement. These are based on the inspector's perception and experience. Most of the citations fall in the 3-4 range.

1- Immediate Hazard = Correct immediately.

2- Serious = Correct as soon as possible.

3- Moderate = Needs to be corrected, but injury or loss risk I low.

4- Minor = Needs corrected, but risk is almost non-existent.

5- Negligible = Correct when non-compliant.

Building/Room Number: Identifies location of deficiency.

Type M-O-C: This identifies the department responsible for corrections.

- Maintenance: These citations are existing and need to be "fixed" and will be addressed by the Maintenance Department.
- Operational: These are operational issues and should be corrected at the school level.
- Capital: This indicates that it will be a Capital Project. Generally, these are larger issues that aren't existing or "fixable" and require some type of construction/major project to complete.

Deficiency Description: Brief narrative of the citation.

Times Cited: The number of times the Deficiency has been noted on previous inspections.

Abbreviations: You will note some abbreviations in the right-hand tabs. These are supplied by Maintenance to indicate who is responsible for the work order/repairs:

TLS = Nena Sparrow (Supervisor Contracted Services)

HC = Heather Connor (Executive Director of Maintenance)

WO = Standard Work Order

04-RETIRED ITEMS

Selection Dates 04/27/2026 - 05/26/2026

---> 300381 Baldwin Middle-Senior

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	CART BRETFORD WIRELESS 30 UNIT (	13430247670	0	13430247670-0000	201506152607	J	07/21/15	2138.33	0.00
				----> TOTAL FOR LOCN 300381	1			2138.33	0.00

---> 300511 Whitehouse Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016923	0	280000001817-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016925	0	280000001819-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016926	0	280000001820-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016927	0	280000001821-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016928	0	280000001822-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016929	0	280000001823-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016930	0	280000001824-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016931	0	280000001825-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016932	0	280000001826-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016934	0	280000001828-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016935	0	280000001829-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
CODE 04	TABLES, TRAPEZOIDAL 82W0-TRAP1	13410016936	0	280000001830-0000	TRAPEZOIDAL 82W0-	J	09/21/01	792.38	0.00
				----> TOTAL FOR LOCN 300511	12			9508.56	0.00

---> 300701 North Shore Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	SYSTEM MACBOOK PRO LAPTOP 13 INC	13430223594	0	13430223594-0000	C1MM7W1NDTY3	J	06/02/14	898.77	0.00
				----> TOTAL FOR LOCN 300701	1			898.77	0.00

---> 300771 Hyde Park Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307235	0	13430307235-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307236	0	13430307236-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307237	0	13430307237-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307238	0	13430307238-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307239	0	13430307239-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307240	0	13430307240-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307241	0	13430307241-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307242	0	13430307242-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307243	0	13430307243-0000	NA	R	08/01/17	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430307245	0	13430307245-0000	NA	R	08/01/17	1093.95	0.00

04-RETIRED ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 04	ALL IN LEARNING 34 AIRLEAF PADS	13430316764	0	13430316764-0000	NA	R	04/17/19	1093.95	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13430321649	0	13430321649-0000	NA	R	01/29/20	1105.00	0.00
CODE 04	MONITOR NEC 55" LED w/INTEGRATED	13430321650	0	13430321650-0000	99100659NA	R	01/29/20	2631.33	0.00
CODE 04	DISPLAY NEC V554-T INTEGRATED IR	13430321805	0	13430321805-0000	99100661NA	D	02/06/20	3430.33	0.00
CODE 04	DISPLAY NEC V554-T INTEGRATED IR	13430321806	0	13430321806-0000	9X100683NA	D	02/06/20	3430.33	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD I	13430321809	0	13430321809-0000	NA	D	02/06/20	1105.00	0.00
CODE 04	ALL IN LEARNING 34 AIRLEAF PAD (	13480002476	0	13480002476-0000	NA	R	03/22/21	1105.00	0.00
				----> TOTAL FOR LOCN 300771	17			24840.44	0.00

---> 300891 Woodland Acres Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	TABLE Z42354M ACTIVITY MELAMINE	13410030865	0	13410030865-0000	NA	I	07/06/11	754.21	0.00
CODE 04	TABLE Z42354M ACTIVITY MELAMINE	13410030866	0	13410030866-0000	NA	I	07/06/11	754.21	0.00
CODE 04	TABLE Z42354M ACTIVITY MELAMINE	13410030867	0	13410030867-0000	NA	I	07/06/11	754.21	0.00
CODE 04	TABLE Z42354M ACTIVITY MELAMINE	13410030869	0	13410030869-0000	NA	I	07/06/11	754.21	0.00
				----> TOTAL FOR LOCN 300891	4			3016.84	0.00

---> 301451 Darnell Cookman Middle

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	SCIENCE CART MBBS-20 MOBILE BALA	13410026986	0	13410026986-0000	N/V	J	12/07/09	873.60	0.00
				----> TOTAL FOR LOCN 301451	1			873.60	0.00

---> 302161 Charger Academy W

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	PROJECTOR NEC VT470M DATA / VIDE	13430070624	0	13430070624-0000	4X00720UH	J	02/28/05	984.00	0.00
				----> TOTAL FOR LOCN 302161	1			984.00	0.00

---> 302181 San Mateo Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	MOBILE PRESENTATION SYSTEM W/CAR	13430215595	0	13430215595-0000	201403187845	J	04/30/14	1978.02	0.00
				----> TOTAL FOR LOCN 302181	1			1978.02	0.00

---> 302241 Wolfson School for Advanced Studies

ROOM	DESCRIPTION	ASSET#	INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE

04-RETIRED ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 04	WALL TOWER POWERGISTICS 16 UNIT	13430305969	0	13430305969-0000	NV	J	08/28/17	815.29	0.00
CODE 04	WALL TOWER POWERGISTICS 16 UNIT	13430305970	0	13430305970-0000	NV	J	08/28/17	815.29	0.00
				----> TOTAL FOR LOCN 302241	2			1630.58	0.00

---> 302311 Kernan Road Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	PRINTER POSTER PRO IMAGE XL3000	13410013077	0	220000003265-0000	91201383	J	08/16/02	4495.00	0.00
				----> TOTAL FOR LOCN 302311	1			4495.00	0.00

---> 302361 Mamie Agnes Jones Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	FREEZER REACH-IN TRUE MODEL TS-4	13410029274	0	13410029274-0000	6718706	J	06/09/10	3529.44	0.00
				----> TOTAL FOR LOCN 302361	1			3529.44	0.00

---> 302461 Neptune Beach Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	PRINTER LEXMARK CX410DE NETWORK	13430306221	0	13430306221-0000	752704946H63X	D	04/18/17	949.45	0.00
				----> TOTAL FOR LOCN 302461	1			949.45	0.00

---> 302551 Enterprise Learning Academy

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	POPCORN WAGON GOLD MEDAL WHIZBAN	13410015056	0	270000000497-0000_481614	GWBU-03276	D	06/02/99	1883.25	0.00
CODE 04	POSTER PRINTER VARIQUEST #VARVQP	13430131173	0	13430131173-0000	VQPM36090404693	D	06/15/09	4995.00	0.00
				----> TOTAL FOR LOCN 302551	2			6878.25	0.00

---> 302641 Chet's Creek Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	KILN PARAGON	13410000546	0	100000000174-0000_470083	321893	D	03/11/98	1409.00	0.00
CODE 04	KILN PARAGON	13410000547	0	100000000175-0000_470084	322098	D	03/11/98	1409.00	0.00
				----> TOTAL FOR LOCN 302641	2			2818.00	0.00

---> 302651 First Coast High

04-RETIRED ITEMS

Selection Dates 04/27/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	SLAB ROLL BRENT (signed for 8/14	13410000405	0	100000000012-0000_277208	20X53	X	09/01/82	869.00	0.00
				----> TOTAL FOR LOCN 302651	1			869.00	0.00

---> 302851 A Phillip Randolph Acad of Tech

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	LIBRARY SHELVING, STEEL #11409.	13410018643	0	13410018643-0000	STEEL #11409.2	J	05/24/05	1068.08	0.00
CODE 04	LIBRARY SHELVING, STEEL #11409.	13410018644	0	13410018644-0000	STEEL #11409.2	J	05/24/05	899.54	0.00
				----> TOTAL FOR LOCN 302851	2			1967.62	0.00

---> 503001 Administration 1701 Prudential Drive

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	VISION SCREENER SURESIGHT V2.4 2	13410032027	0	13410032027-0000	NV	I	08/19/11	0.00	0.00
CODE 04	VISION SCREENER SURESIGHT V2.4 2	13410032028	0	13410032028-0000	NV	I	08/19/11	0.00	0.00
				----> TOTAL FOR LOCN 503001	2			0.00	0.00

---> 503003 Consolidated Service Center Bulls Bay

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	PAPER CUTTER POWER CHAMPION	13410010938	0	220000000296-0000_300117	11176	X	02/09/87	12295.00	0.00
CODE 04	EXPOSURE UNIT ROTARY AMERGRAPH	13410014724	0	270000000140-0000_442591	503304910-07	X	03/16/94	3590.00	0.00
CODE 04	LIGHT TABLE DX30F	13410018051	0	320000000002-0000_269866	30X40	X	07/01/81	1252.44	0.00
CODE 04	PAPER DRILL 3 CHALNG	13410018052	0	320000000003-0000_273335	57819	X	01/01/82	3564.00	0.00
CODE 04	PAPER FOLDER LD-20 FEED (333909	13410018084	0	320000000047-0000_323104	DK5-136	X	05/01/91	15900.00	0.00
CODE 04	STRAP MACHINE POLYCHEM PC100 (R	13410018153	0	320000000146-0000_479141	QA1111A	D	02/24/99	1180.00	0.00
				----> TOTAL FOR LOCN 503003	6			37781.44	0.00

---> 503005 Bulls Bay Property Warehouse

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 04	POSTER PRINTER PRO IMAGE	13410012265	0	220000002258-0000_466931	41205921	D	09/17/97	2995.00	0.00
				----> TOTAL FOR LOCN 503005	1			2995.00	0.00

---> 507251 Maintenance Station 1 Liberty Street

ROOM	DESCRIPTION	ASSET#	INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE

04-RETIRED ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 04	PAINT WASH SYSTEM, LIFE MASTER L	13410028640	0	13410028640-0000	LIFE MASTER LS120		J	05/05/10	3699.00		0.00
				----> TOTAL FOR LOCN 507251		1			3699.00		0.00
				----> TOTAL COUNT AND VALUE		60			111851.34		0.00

05-STOLEN ITEMS

Selection Dates 04/27/2026 - 05/26/2026

No data to display, please try again

06-TRADE-IN ITEMS

Selection Dates 04/27/2026 - 05/26/2026

No data to display, please try again

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

---> 300121 West Riverside Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	PROJECTOR MULTIMEDIA NEC VT465	13410013716	0	220000003944-0000	4400388FF	F	05/24/04	984.00	0.00
CODE 07	OVEN VULCAN VC44ED CONVECTION DO	13410034181	0	13410034181-0000	N/V	D	01/10/13	6730.40	0.00
CODE 07	SYSTEM LENOVO L440 THINKPAD LAPT	13430226813	0	13430226813-0000	R902R5EM	J	08/18/14	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430235167	0	13430235167-0000	LR03FRNW	R	04/08/15	856.60	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430240336	0	13430240336-0000	R90BTVZD	J	03/30/15	1129.06	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267713	0	13430267713-0000	LR03Y69D	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430286301	0	13430286301-0000	LR063NWH	J	08/15/16	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430286315	0	13430286315-0000	LR063NUT	J	08/15/16	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e ANIMATION	13430311644	0	13430311644-0000	LR09XVUE	R	09/29/17	1177.11	0.00
				----> TOTAL FOR LOCN 300121	9			14564.74	0.00

---> 300161 Ortega Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296205	0	13430296205-0000	LR06SCR4	J	11/08/16	792.00	0.00
				----> TOTAL FOR LOCN 300161	1			792.00	0.00

---> 300181 Central Riverside Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	PROJECTOR NEC DIGITAL VT45 MULTI	13430032781	0	130000047896-0000	2800803BA	J	11/05/02	1622.00	0.00
CODE 07	SYSTEM LENOVO i3 STUDENT DESKTOP	13430175955	0	13430175955-0000	1S3157W8MMJLEPCY	J	04/26/12	743.49	0.00
CODE 07	SYSTEM LENOVO i3 STUDENT DESKTOP	13430175985	0	13430175985-0000	1S3157W8MMJLGAFR	J	04/26/12	743.49	0.00
CODE 07	SYSTEM LENOVO i3 STUDENT DESKTOP	13430175986	0	13430175986-0000	1S3157W8MMJLFTMM	J	04/26/12	743.49	0.00
CODE 07	SYSTEM LENOVO i3 STUDENT DESKTOP	13430175993	0	13430175993-0000	1S3157W8MMJLGAHC	J	04/26/12	743.49	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP(	13430231260	0	13430231260-0000	R90AMVD1	J	10/16/14	1402.35	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430328590	0	13430328590-0000	PF23Z20H	J	12/14/20	1098.85	0.00
				----> TOTAL FOR LOCN 300181	7			7097.16	0.00

---> 300191 Ruth N. Upson Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO T430 THINKPAD LAPT	13430214793	0	13430214793-0000	1S23474R7PBN2TBH	J	12/11/13	1168.20	0.00
CODE 07	SYSTEM LENOVO T430 THINKPAD LAPT	13430218024	0	13430218024-0000	PBGK31N	J	02/03/14	1168.20	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430233060	0	13430233060-0000	LR03CQ3H	D	02/09/15	856.60	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430240342	0	13430240342-0000	R90FE33D	J	04/09/15	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430243193	0	13430243193-0000	LR03N5KG	Z	12/01/15	865.25	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430243598	0	13430243598-0000	LR03NAA1	Z	12/01/15	865.25	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257615	0	13430257615-0000	LR03CRGG	D	04/14/15	856.60	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430262393	0	13430262393-0000	LR03QPDU	R	07/17/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267653	0	13430267653-0000	LR03WD1H	R	07/20/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267662	0	13430267662-0000	LR03WE30	R	07/20/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 260 ADMIN LAP	13430278107	0	13430278107-0000	MP10DM5W	J	07/05/16	1707.75	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294547	0	13430294547-0000	LR06FHKA	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294561	0	13430294561-0000	LR06FKD8	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294579	0	13430294579-0000	LR06FR03	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294618	0	13430294618-0000	LR06FQRS	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294637	0	13430294637-0000	LR06FQQP	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296178	0	13430296178-0000	LR06S46A	J	11/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296485	0	13430296485-0000	LR06FR3R	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300079	0	13430300079-0000	LR06S46L	J	11/02/16	792.00	0.00
				----> TOTAL FOR LOCN 300191	19			17511.42	0.00

---> 300201 Fishweir Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO L440 TCHR LAPTOP	13430256062	0	13430256062-0000	R90FJY1Z	J	05/18/15	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 260 ADMIN LAP	13430278377	0	13430278377-0000	MP10DF6Q	J	07/05/16	1707.75	0.00
				----> TOTAL FOR LOCN 300201	2			2825.52	0.00

---> 300331 Riverside High School

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO X131e STUDENT THIN	13430198752	0	13430198752-0000	PB21GE0	J	01/28/13	742.94	0.00
CODE 07	SYSTEM LENOVO X131e STUDENT THIN	13430198785	0	13430198785-0000	1S3367AN2PB21FL7	J	01/28/13	742.94	0.00
CODE 07	SYSTEM LENOVO X131e STUDENT THIN	13430198975	0	13430198975-0000	PB21DC5	J	01/28/13	742.94	0.00
CODE 07	SYSTEM LENOVO T430 THINKPAD ADM	13430218168	0	13430218168-0000	PBGK73Z	J	02/12/14	1168.20	0.00
CODE 07	SYSTEM LENOVO L440 THINKPAD LAP	13430226786	0	13430226786-0000	R902R5EG	J	08/18/14	1117.77	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430230922	0	13430230922-0000	R90A2KVE	J	10/23/14	1117.77	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430230999	0	13430230999-0000	R90A2KY8	J	10/23/14	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430235675	0	13430235675-0000	LR03FRN7	R	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430236363	0	13430236363-0000	LR03FSG1	J	03/30/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430236383	0	13430236383-0000	LR03FRVS	J	03/30/15	856.60	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430236448	0	13430236448-0000	R90BTVHM	J	03/18/15	1117.77	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430236487	0	13430236487-0000	R90BTWEN	J	03/18/15	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430241126	0	13430241126-0000	LR03TX2B	J	08/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430244941	0	13430244941-0000	LR04DVXW	J	11/12/15	865.25	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430245892	0	13430245892-0000	LR03T0Y4	J	07/21/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430245905	0	13430245905-0000	LR03T129	J	07/21/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430253992	0	13430253992-0000	LR03QRU8	J	06/17/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430255155	0	13430255155-0000	LR03VPJG	J	07/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430255254	0	13430255254-0000	LR03X21M	J	07/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267445	0	13430267445-0000	LR03WD57	R	07/30/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267513	0	13430267513-0000	LR03WD5Z	R	07/21/15	856.60	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430271283	0	13430271283-0000	LR049DYN	J	11/02/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430271327	0	13430271327-0000	LR049DTM	J	11/02/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430271576	0	13430271576-0000	LR049E0F	J	11/02/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430271624	0	13430271624-0000	LR049DXQ	J	11/02/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430275865	0	13430275865-0000	LR04E3FT	J	11/03/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430275950	0	13430275950-0000	LR04E5KL	J	11/03/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430276254	0	13430276254-0000	LR04F7DP	J	11/03/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430285055	0	13430285055-0000	LR063G0J	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430292390	0	13430292390-0000	LR06467R	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430293996	0	13430293996-0000	LR0645UR	J	08/09/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294031	0	13430294031-0000	LR0646JU	J	08/09/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430294358	0	13430294358-0000	LR063CV2	J	08/09/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430297952	0	13430297952-0000	LR06SCCR	J	11/10/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301961	0	13430301961-0000	LR06G0QF	J	09/26/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430302861	0	13430302861-0000	LR06FZP9	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430303750	0	13430303750-0000	LR06ZM77	J	12/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430303762	0	13430303762-0000	LR06ZM6E	J	12/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430303766	0	13430303766-0000	LR06ZM79	J	12/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430303807	0	13430303807-0000	LR06ZM7U	J	12/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430303808	0	13430303808-0000	LR06ZM7Z	J	12/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e 3RD GEN T	13430304872	0	13430304872-0000	LR084BCX	J	02/06/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e 3RD GEN T	13430304888	0	13430304888-0000	LR084BBB	J	02/06/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430308476	0	13430308476-0000	LR09949N	R	07/10/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430308477	0	13430308477-0000	LR0994AR	R	07/10/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430308542	0	13430308542-0000	LR0994C9	R	07/10/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430308678	0	13430308678-0000	LR09FN9Y	J	08/01/17	768.13	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430308696	0	13430308696-0000	LR09FNQA	J	08/01/17	768.13	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430308708	0	13430308708-0000	LR09FP7D	J	08/01/17	768.13	0.00
CODE 07	CART BRETFORD WIRELESS FOR 30 MO	13430308722	0	13430308722-0000	201707286258	J	08/01/17	2138.40	0.00
CODE 07	CART BRETFORD WIRELESS FOR 30 MO	13430308739	0	13430308739-0000	201707265872	J	08/01/17	2138.40	0.00
CODE 07	CART BRETFORD WIRELESS FOR 30 MO	13430308745	0	13430308745-0000	201707276029	J	08/01/17	2138.40	0.00
CODE 07	SYSTEM LENOVO L470 STAFF LAPTOP	13430312040	0	13430312040-0000	PF10T9P3	J	01/16/18	1531.94	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER LAPTOP	13430327343	0	13430327343-0000	PF23YJFE	J	12/14/20	1098.85	0.00
				----> TOTAL FOR LOCN 300331	54			50876.30	0.00

---> 300511 Whitehouse Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430293714	0	13430293714-0000	LR063CAS	J	08/09/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296596	0	13430296596-0000	LR06FQQM	J	10/18/16	792.00	0.00
CODE 07	CART BRETFORD WIRELESS FOR 30 MO	13430309070	0	13430309070-0000	201708118924	J	09/06/17	2138.41	0.00
CODE 07	SYSTEM LENOVO L490 THINKPAD LAPT	13430324628	0	13430324628-0000	PF1THJWC	J	06/04/20	1541.43	0.00
				----> TOTAL FOR LOCN 300511	4			5263.84	0.00

---> 300721 Spring Park Elementary

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	RECLINER 1659-R CAROLINA BUSINES	13410037056	0	13410037056-0000	NC3134	M	07/22/14	1630.80	0.00
CODE 07	SYSTEM LENOVO T430 THINKPAD LAPT	13430216023	0	13430216023-0000	PBGH97G	J	01/27/14	1005.84	0.00
CODE 07	PROJECTOR SMART 60wi LIGHTRAISE	13430224081	0	13430224081-0000	NV	M	09/29/14	1615.91	0.00
CODE 07	SYSTEM LENOVO L440 LAPTOP (DIANA	13430232470	0	13430232470-0000	R90BZNWH	F	02/27/15	1129.06	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430238953	0	13430238953-0000	R90BTVP5	J	03/09/15	1129.06	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430262181	0	13430262181-0000	LR03RXF8	R	06/01/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 260 ADMIN LAP	13430278141	0	13430278141-0000	MP10DB1H	J	07/05/16	1707.75	0.00
				----> TOTAL FOR LOCN 300721	7			9075.02	0.00

---> 300734 John Love Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	AUDIOMETER MANUAL EARSCAN3 PORTA	13410023319	0	13410023319-0000	1040300006A	K	04/02/07	750.00	0.00
CODE 07	VISION SCREENER WELCH ALLEN SURE	13410028248	0	13410028248-0000	290997372	F	12/14/09	4995.00	0.00
CODE 07	VISION SCREENER WELCH ALLEN SURE	13410028249	0	13410028249-0000	290997351	F	12/14/09	4995.00	0.00
CODE 07	VISION SCREENER WELCH ALLEN SURE	13410028250	0	13410028250-0000	290997407	F	12/14/09	4995.00	0.00
CODE 07	VISION SCREENER WELCH ALLEN SURE	13410028251	0	13410028251-0000	290997425	F	12/14/09	4995.00	0.00
CODE 07	VISION SCREENER VS 100s-B w/CASE	13410042146	0	13410042146-0000	22177	F	01/03/17	6487.00	0.00
CODE 07	SYSTEM LENOVO T430 THINKPAD	13430211674	0	13430211674-0000	1S23474R7PBL092M	J	07/29/13	1167.65	0.00
CODE 07	SYSTEM LENOVO L460 STAFF LAPTOP	13430306698	0	13430306698-0000	PF0PV867	J	05/24/17	1184.57	0.00
CODE 07	SYSTEM LENOVO L480 TCHR LAPTOP	13430313663	0	13430313663-0000	PF150AN9	J	10/09/18	1101.53	0.00
				----> TOTAL FOR LOCN 300734	9			30670.75	0.00

---> 300771 Hyde Park Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	CART BRETFORD WIRELESS FOR LAPTO	13430218237	0	13430218237-0000	201312168314	J	01/14/14	0.00	0.00
CODE 07	SYSTEM LENOVO X131e STUDENT LAPT	13430225948	0	13430225948-0000	PBTB7TH	R	06/16/14	868.27	0.00
CODE 07	SYSTEM LENOVO X131e STUDENT LAPT	13430225951	0	13430225951-0000	PBTB7WF	R	06/16/14	868.27	0.00
CODE 07	SYSTEM LENOVO L440 THINKPAD (LOA	13430226843	0	13430226843-0000	R902R5G8	J	08/18/14	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430233356	0	13430233356-0000	LR03CQ8D	D	02/23/15	856.60	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430238123	0	13430238123-0000	R90BTVTZ	J	03/30/15	1129.06	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430242489	0	13430242489-0000	LR03QS05	J	07/09/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430249999	0	13430249999-0000	LR03VFLZ	J	09/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430250572	0	13430250572-0000	LR03SV20	J	09/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430250638	0	13430250638-0000	LR03TQCE	J	09/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430250674	0	13430250674-0000	LR03TQEX	J	09/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430254004	0	13430254004-0000	LR03TXC5	J	06/17/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257136	0	13430257136-0000	LR03T47K	R	07/23/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257169	0	13430257169-0000	LR03QSD5	R	07/23/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257917	0	13430257917-0000	LR03N65J	R	05/29/15	856.59	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257920	0	13430257920-0000	LR03N67H	R	05/29/15	856.59	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257921	0	13430257921-0000	LR03N688	R	05/29/15	856.59	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257922	0	13430257922-0000	LR03N66Y	R	05/29/15	856.59	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257923	0	13430257923-0000	LR03N684	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257927	0	13430257927-0000	LR03N67G	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257928	0	13430257928-0000	LR03N68B	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257929	0	13430257929-0000	LR03N634	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257930	0	13430257930-0000	LR03N636	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257931	0	13430257931-0000	LR03N629	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257932	0	13430257932-0000	LR03N658	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257933	0	13430257933-0000	LR03N606	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257934	0	13430257934-0000	LR03N66Z	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257937	0	13430257937-0000	LR03N67N	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257939	0	13430257939-0000	LR03N66S	R	05/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430265175	0	13430265175-0000	LR03V6S9	R	06/17/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267596	0	13430267596-0000	LR03WCV1	R	07/27/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430267839	0	13430267839-0000	LR03X2EX	R	07/30/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268013	0	13430268013-0000	LR03Y68X	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268015	0	13430268015-0000	LR03Y572	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268019	0	13430268019-0000	LR03XYL9	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268020	0	13430268020-0000	LR03XYLA	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268029	0	13430268029-0000	LR03Y64L	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430268030	0	13430268030-0000	LR03XYKY	R	07/29/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 260 LAPTOP(JU	13430278191	0	13430278191-0000	MP10DP84	J	07/05/16	1707.75	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430283475	0	13430283475-0000	LR050B8L	R	06/15/16	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284863	0	13430284863-0000	LR063PP8	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284865	0	13430284865-0000	LR063ESC	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284866	0	13430284866-0000	LR063F5H	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284867	0	13430284867-0000	LR063FN9	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284869	0	13430284869-0000	LR063FPC	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284870	0	13430284870-0000	LR063FB0	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284872	0	13430284872-0000	LR063FGR	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284873	0	13430284873-0000	LR063FHT	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284875	0	13430284875-0000	LR063FSE	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284876	0	13430284876-0000	LR063CZ1	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284878	0	13430284878-0000	LR063F4K	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284882	0	13430284882-0000	LR063P5Y	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284883	0	13430284883-0000	LR063P67	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430285190	0	13430285190-0000	LR063P3R	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430285230	0	13430285230-0000	LR063FRP	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430285297	0	13430285297-0000	LR063NKZ	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430286889	0	13430286889-0000	LR063P1V	J	08/02/16	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296194	0	13430296194-0000	LR06S3ZV	J	11/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296196	0	13430296196-0000	LR06S40C	J	11/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296215	0	13430296215-0000	LR06SCCK	J	11/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430298090	0	13430298090-0000	LR06SCHB	J	11/10/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430299055	0	13430299055-0000	LR06FNW1	J	10/03/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430299672	0	13430299672-0000	LR06RSX1	J	10/21/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300100	0	13430300100-0000	LR06S428	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300125	0	13430300125-0000	LR06S41H	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300130	0	13430300130-0000	LR06S41D	J	11/02/16	792.00	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300132	0	13430300132-0000	LR06S423	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300141	0	13430300141-0000	LR06S480	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300142	0	13430300142-0000	LR06S418	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300143	0	13430300143-0000	LR06S41A	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300146	0	13430300146-0000	LR06S495	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300198	0	13430300198-0000	LR06S40B	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300207	0	13430300207-0000	LR06S471	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430300208	0	13430300208-0000	LR06S43S	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO M700 TINY DESKTOP	13430303582	0	13430303582-0000	MJ04FP96	J	10/21/16	1017.18	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430304650	0	13430304650-0000	LR077FF3	R	01/10/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430308541	0	13430308541-0000	LR0994C8	R	07/10/17	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430309719	0	13430309719-0000	LR09Q29P	J	08/22/17	768.13	0.00
CODE 07	CART BRETFORD 20 UNIT PACIFIC BL	13480002389	0	13480002389-0000	202103187681	D	05/10/21	778.14	0.00
				----> TOTAL FOR LOCN 300771	79			65955.53	0.00

---> 300841 Bayview Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO T430 THINKPAD LAPT	13430211586	0	13430211586-0000	PB-M589X	J	07/29/13	1167.65	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282587	0	13430282587-0000	N/A	J	05/20/16	1141.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430309750	0	13430309750-0000	LR09Q23M	J	08/22/17	768.13	0.00
				----> TOTAL FOR LOCN 300841	3			3076.78	0.00

---> 300871 Englewood Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	PANELS WALL FOR OFFICE	13410016030	0	280000000824-0000_335484	N/A	X	04/15/93	2896.08	0.00
CODE 07	SYSTEM LENOVO L490 TEACHER LAPTO	13430324412	0	13430324412-0000	PF26MQDK	J	04/24/20	1054.35	0.00
				----> TOTAL FOR LOCN 300871	2			3950.43	0.00

---> 300911 Sallye B. Mathis Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257529	0	13430233556-0000	LR03CPXY	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257530	0	13430233557-0000	LR03CPY4	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257532	0	13430233559-0000	LR03CRA7	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430290782	0	13430290782-0000	LR05S89V	R	07/26/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430290790	0	13430290790-0000	LR05S8AD	R	07/26/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430290796	0	13430290796-0000	LR05S8EV	R	07/26/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430292164	0	13430292164-0000	LR063G0E	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430292779	0	13430292779-0000	LR063PJ9	J	08/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO TINY M700 THINK CE	13430305721	0	13430305721-0000	MJ053JQZ	F	03/14/17	972.15	0.00
CODE 07	SYSTEM SURFACE GO LXL-00001 TABL	13430322119	0	13430322119-0000	12928691851	J	02/27/20	854.37	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

---> 301161 Sadie T. Tillis Elementary School

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	CABINET STORAGE POSTER MOBILE	13410016094	0	280000000892-0000_337237	48X28X48	C	07/01/94	1803.00	0.00
CODE 07	PROJECTOR NEC VT470 CLASSROOM DA	13430064186	0	13430064186-0000	4X00897UK	J	01/06/05	984.00	0.00
CODE 07	WHITEBOARD ENO-CLASSIC-2610-MFE	13430188219	0	13430188219-0000	NV	R	10/22/12	975.00	0.00
CODE 07	WHITEBOARD ENO-CLASSIC-2610-MFE	13430188229	0	13430188229-0000	NV	R	10/22/12	975.00	0.00
CODE 07	WHITEBOARD ENO-CLASSIC-2610-MFE	13430188232	0	13430188232-0000	NV	R	10/22/12	975.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430254463	0	13430254463-0000	LR03Y57L	J	08/04/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257983	0	13430257983-0000	LR03QPB5	R	07/08/15	856.59	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430258006	0	13430258006-0000	LR03QP9V	R	07/08/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430258829	0	13430258829-0000	LR03X2GM	D	07/20/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430259237	0	13430259237-0000	LR03QSAN	R	07/13/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430280238	0	13430280238-0000	LR04PWXS	J	02/25/16	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430293846	0	13430293846-0000	LR063U6R	J	08/09/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296470	0	13430296470-0000	LR06FPS1	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430298490	0	13430298490-0000	LR06FZUV	J	10/03/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301020	0	13430301020-0000	LR06FHMY	J	10/11/16	792.00	0.00
CODE 07	SYSTEM LENOVO L480 iTHINKPAD (NO	13430313121	0	13430313121-0000	PF19WDSP	D	08/03/18	1141.13	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430327352	0	13430327352-0000	PF24078R	J	12/14/20	1098.85	0.00

----> TOTAL FOR LOCN 300911 10 8356.32 0.00

----> TOTAL FOR LOCN 301161 17 16259.57 0.00

---> 301542 John E. Ford Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	CLASSCART W/PROJECTOR SHARP PG-F	13430138050	0	13430138050-0000	951	J	12/17/09	2399.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430254608	0	13430254608-0000	LR03Y537	J	08/04/15	856.60	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282650	0	13430282650-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282652	0	13430282652-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282653	0	13430282653-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282654	0	13430282654-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282656	0	13430282656-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282658	0	13430282658-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282661	0	13430282661-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282663	0	13430282663-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282664	0	13430282664-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282666	0	13430282666-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282667	0	13430282667-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282668	0	13430282668-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282669	0	13430282669-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SRS AIRECO26 STUDENT RESPONSE 26	13430282673	0	13430282673-0000	NV	J	07/05/16	1141.00	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430327265	0	13430327265-0000	PF240E06	J	12/14/20	1098.85	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430329014	0	13430329014-0000	PF23XYFP	J	12/14/20	1098.86	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

----> TOTAL FOR LOCN 301542 18 21427.31 0.00

---> 301651 William Raines High

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SMART BOARD MCSI 72" PROJECTOR S	13410002246	0	120000003089-0000	N/V	E	07/10/03	1695.00	0.00
CODE 07	ALTO SAXOPHONE SELMER SAS280 LAV	13410035351	0	13410035351-0000	20610986	D	08/27/13	1088.00	0.00
CODE 07	TABLE UNIFRAME ROUND w / SPLIT B	13410037242	0	13410037242-0000	N/A	D	10/15/14	918.75	0.00
CODE 07	PROCESSOR ROBOT COUPE CL50DON VE	13410043433	0	13410043433-0000	4500196203K05	D	08/16/17	2265.32	0.00
CODE 07	TRUMPET YAMAHA YTR4335GS Bb SILV	13410043891	0	13410043891-0000	4335	D	01/11/18	1032.90	0.00
CODE 07	SMART BOARD M/M DISPLAY SYS	13430005495	0	130000023009-0000_468793	PT5-06-3432	M	09/23/97	1974.00	0.00
CODE 07	PRINTER LEXMARK X646DTE BUNDLE N	13430118624	0	13430118624-0000	MD103400071107624	J	09/10/08	3683.00	0.00
CODE 07	SYSTEM LENOVO A70z STUDENT ALL-I	13430171832	0	13430171832-0000	S1AEZ75	J	12/09/11	868.23	0.00
CODE 07	SYSTEM LENOVO A70z STUDENT ALL-I	13430171884	0	13430171884-0000	S1W8938	J	12/09/11	868.23	0.00
CODE 07	SYSTEM LENOVO A70z STUDENT ALL-I	13430171909	0	13430171909-0000	S1W8311	J	12/09/11	868.23	0.00
CODE 07	SYSTEM LENOVO A70z STUDENT ALL-I	13430171999	0	13430171999-0000	S1Y0355	J	12/09/11	868.23	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430230516	0	13430230516-0000	R90ACLE4	J	09/26/14	1402.34	0.00
CODE 07	PRINTER LEXMARK COLOR CX410DE	13430231719	0	13430231719-0000	7527259465244	D	11/05/14	949.45	0.00
CODE 07	SYSTEM LENOVO L440 LAPTOP (KEIM	13430237056	0	13430237056-0000	R90FE36W	J	04/23/15	1117.77	0.00
CODE 07	SYSTEM LENOVO TEACHER L440 LAPTO	13430238155	0	13430238155-0000	R90FE5EP	J	06/01/15	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430245280	0	13430245280-0000	LR03Y4XP	J	08/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430245372	0	13430245372-0000	LR03VFMF	J	08/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11eTHINKPAD L	13430245659	0	13430245659-0000	LR03VFSL	J	08/10/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430264481	0	13430264481-0000	LR03X2LM	J	07/22/15	856.60	0.00
CODE 07	SYSTEM LENOVO L440 LAPTOP (MOL	13430269853	0	13430269853-0000	R90GMZTJ	J	08/03/15	1129.06	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430285157	0	13430285157-0000	LR063PFW	J	07/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 260 THINKPAD	13430287936	0	13430287936-0000	MP10D7EX	J	07/26/16	1707.75	0.00
CODE 07	SYSTEM LENOVO M700 TINY DESKTOP	13430303653	0	13430303653-0000	MJ04DQX7	J	10/18/16	1017.18	0.00
CODE 07	SYSTEM LENOVO YOGA 11E 3RD GENER	13430307685	0	13430307685-0000	LR08X439	R	06/01/17	792.00	0.00
CODE 07	SYSTEM LENOVO L460 TEACHER THINK	13430308389	0	13430308389-0000	PF0S4PH3	J	07/17/17	1184.57	0.00
CODE 07	SYSTEM LENOVO YOGA 11e 4TH GEN S	13430311302	0	13430311302-0000	LR0A43ME	J	10/12/17	1177.11	0.00
CODE 07	SYSTEM LENOVO YOGA 11e ANIMATION	13430311637	0	13430311637-0000	LR09XVVD	R	09/29/17	1177.11	0.00
CODE 07	ROUTER CRADLEPOINT CR4250	13430315343	0	13430315343-0000	SA1834RA000018	J	12/11/18	1587.21	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430327166	0	13430327166-0000	PF240K8B	J	12/14/20	1098.85	0.00
CODE 07	SYSTEM LENOVO L14 TEACHER TOUCH	13430327267	0	13430327267-0000	PF23Y0XV	J	12/14/20	1098.85	0.00

----> TOTAL FOR LOCN 301651 30 36905.31 0.00

---> 302221 Greenfield Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	POSTER PRINTER VARITRONICS PRO-I	13410001919	0	120000002574-0000	91200664	D	05/09/01	4995.00	0.00
CODE 07	PROJECTOR NEC VT470 CLASSROOM DA	13430068597	0	13430068597-0000	5200143UT	J	03/29/05	984.00	0.00
CODE 07	CLASSCART W/SHARP PG-F267X SHORT	13430157482	0	13430157482-0000	2117	J	11/01/10	2374.00	0.00
CODE 07	CLASSCART	13430160041	0	13430160041-0000	N/V	J	04/07/11	2325.00	0.00
CODE 07	SYSTEM LENOVO T430 THINKPAD LAPT	13430216631	0	13430216631-0000	PBFV66V	J	01/27/14	1005.84	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430254105	0	13430254105-0000	LR03QRTD	J	06/17/15	856.60	0.00

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301162	0	13430301162-0000	LR06FHLJ	J	10/11/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301674	0	13430301674-0000	LR06FHKM	J	09/26/16	792.00	0.00
				----> TOTAL FOR LOCN 302221	8			14124.44	0.00

---> 302361 Mamie Agnes Jones Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SMARTBOARD SMART SBM680V INTERAC	13430261864	0	13430261864-0000	12HW19P0072	R	07/13/15	1140.22	0.00
				----> TOTAL FOR LOCN 302361	1			1140.22	0.00

---> 302391 Sabal Palm Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	ICE MAKER MANITOWOC MODEL C400	13410014868	0	270000000296-0000_468000	970S20169	D	08/06/97	2040.32	0.00
CODE 07	STUDY CARREL W/LIGHT	13410015676	0	280000000401-0000_316405	N/V	X	08/01/90	840.62	0.00
CODE 07	STUDY CARREL W/LIGHT	13410015740	0	280000000504-0000_321079	N/V	X	08/01/90	840.62	0.00
CODE 07	STUDY CARREL W/LIGHT	13410015742	0	280000000506-0000_321081	N/V	X	08/01/90	840.62	0.00
CODE 07	SYSTEM LENOVO T410 STUDENT LAPTO	13430165447	0	13430165447-0000	1S2537C21R8P1E59	J	05/19/11	1074.15	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430231944	0	13430231944-0000	R90B77EW	J	12/12/14	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430235537	0	13430235537-0000	LR03FP3Q	R	04/08/15	856.60	0.00
CODE 07	SYSTEM LENOVO L440 STAFF LAPTOP	13430239280	0	13430239280-0000	R90FE34T	J	03/13/15	1117.77	0.00
CODE 07	SYSTEM LENOVO YOGA 12 ADMIN LAP	13430278465	0	13430278465-0000	MP10DM6Y	J	07/05/16	1707.75	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430288700	0	13430288700-0000	LR06G0SK	J	09/27/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430302343	0	13430302343-0000	LR06FR98	J	09/28/16	792.00	0.00
CODE 07	SYSTEM SURFACE GO TABLET 8.0GB (	13430322450	0	13430322450-0000	12846791851	J	02/27/20	854.37	0.00
CODE 07	SYSTEM SURFACE GO LXL-00001 TABL	13430329449	0	13430329449-0000	4801103751	J	11/19/20	908.82	0.00
				----> TOTAL FOR LOCN 302391	13			13783.41	0.00

---> 302471 Anchor Academy S

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	CABINET MAPLE (PART OF CIRC. DES	13410017314	0	280000002214-0004	N/A	J	11/26/02	1691.83	0.00
CODE 07	TOASTER HATCO TQ-800H CONVEYOR T	13410036339	0	13410036339-0000	4735841413	D	05/06/14	1174.80	0.00
CODE 07	CAMERA JVC GY-HM600 PROHD	13410036345	0	13410036345-0000	N/V	J	05/06/14	4885.87	0.00
CODE 07	PROJECTOR CLASSROOM DATA/VIDEO	13430036341	0	130000054403-0000	3801114FA	J	11/13/03	1375.00	0.00
CODE 07	PROJECTOR CLASSROOM DATA/VIDEO	13430036342	0	130000054404-0000	3801132FA	J	11/13/03	1375.00	0.00
				----> TOTAL FOR LOCN 302471	5			10502.50	0.00

---> 302641 Chet's Creek Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430234900	0	13430234900-0000	LR03FRPV	J	05/04/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430235008	0	13430235008-0000	LR03FNJH	J	05/04/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257319	0	13430257319-0000	LR03CQ3E	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257320	0	13430232786-0000	LR03CR62	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257321	0	13430257321-0000	LR03CQMT	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257322	0	13430257322-0000	LR03CQBQ	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257327	0	13430257327-0000	LR03CR69	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257328	0	13430257328-0000	LR03CQC2	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257329	0	13430257329-0000	LR03CPW7	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257334	0	13430257334-0000	LR03CR6C	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257335	0	13430257335-0000	LR03CR6B	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430257336	0	13430257336-0000	LR03CQNR	D	04/14/15	856.60	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284161	0	13430284161-0000	LR063PAX	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284320	0	13430284320-0000	LR063CHB	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284338	0	13430284338-0000	LR063CF3	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430284442	0	13430284442-0000	LR063CB9	J	08/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430288047	0	13430288047-0000	LR063PKS	D	08/17/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430289115	0	13430289115-0000	LR06G1DM	J	09/14/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430296154	0	13430296154-0000	LR06S44S	J	11/08/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430297717	0	13430297717-0000	LR06FPDG	J	10/11/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430299767	0	13430299767-0000	LR06PRFK	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430299963	0	13430299963-0000	LR06PR8A	J	11/02/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301219	0	13430301219-0000	LR06FZVT	J	09/19/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430301376	0	13430301376-0000	LR06FX96	J	09/19/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430302254	0	13430302254-0000	LR06FHFP	J	09/28/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430302975	0	13430302975-0000	LR06FZXY	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e THINKPAD	13430303195	0	13430303195-0000	LR06FUVE	J	10/18/16	792.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT L	13430309654	0	13430309654-0000	LR09X2TQ	J	09/18/17	768.13	0.00
				----> TOTAL FOR LOCN 302641	28			22927.33	0.00

---> 503001 Administration 1701 Prudential Drive

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	HEARIING DEVICE DYNAVOX TOBII ST	13410044899	0	13410044899-0000		I	11/01/18	2045.00	0.00
CODE 07	WHITEBOARD SMART # SMAR-SB680 I	13430116189	0	13430116189-0000	10053606	E	05/14/08	1032.00	0.00
CODE 07	SYSTEM LENOVO YOGA 11e STUDENT T	13430271169	0	13430271169-0000	LR049973	I	09/17/15	856.59	0.00
CODE 07	SYSTEM LENOVO YOGA 11e 3RD GEN T	13430294444	0	13430294444-0000	LR063FNL	I	08/31/16	792.00	0.00
CODE 07	SMART BOARD SPNL-4055 FLAT PANEL	13430303600	0	13430303600-0000	M102HW37B3080	I	12/01/16	2656.25	0.00
CODE 07	SYSTEM LENOVO YOGA 11e 4TH GEN S	13430311985	0	13430311985-0000	LR0AE49L	I	01/08/18	738.44	0.00
CODE 07	DISPLAY SMART SPNL-6275 FLAT PAN	13430312032	0	13430312032-0000		I	03/05/18	5311.25	0.00
CODE 07	DISPLAY SMART SPNL-6275 FLAT PAN	13430312033	0	13430312033-0000		I	03/05/18	5311.25	0.00
CODE 07	DISPLAY SMART SPNL-6275 FLAT PAN	13430312034	0	13430312034-0000		I	03/05/18	5311.25	0.00
CODE 07	DISPLAY SMART SPNL-6275 FLAT PAN	13430312035	0	13430312035-0000		I	03/05/18	5311.25	0.00
				----> TOTAL FOR LOCN 503001	10			29365.28	0.00

---> 503002 TEAM CENTER

07-UNLOCATABLE ITEMS

Selection Dates 04/27/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	MONITOR NEC 65" DISPLAY w/INTEGR	13430305971	0	13430305971-0000		J	04/15/20	4063.45	0.00
CODE 07	MONITOR NEC 65" DISPLAY w/INTEGR	13430305972	0	13430305972-0000		J	04/15/20	4063.45	0.00
CODE 07	PRINTER FASTMARK 120174-51 USB &	13430329659	0	13430329659-0000		J	11/10/20	1273.50	0.00
CODE 07	SWITCH ETHERNET 4950GTS-PWR 48 P	13480001410	0	13480001410-0000		J	12/02/19	2822.80	0.00
CODE 07	SWITCH ETHERNET 4950GTS-PWR 48 P	13480001411	0	13480001411-0000		J	12/02/19	2822.80	0.00
CODE 07	SWITCH ETHERNET 4950GTS-PWR 48 P	13480001412	0	13480001412-0000		J	12/02/19	2822.80	0.00
CODE 07	SWITCH ETHERNET 4950GTS-PWR 48 P	13480001413	0	13480001413-0000		J	12/02/19	2822.80	0.00
CODE 07	SWITCH VSP 4450GSX-PWR = NO PC	13480001745	0	13480001745-0000		J	08/28/20	3604.00	0.00
				----> TOTAL FOR LOCN 503002	8			24295.60	0.00

---> 503275 Southside Admin Center

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 07	SYSTEM LENOVO T430 ADMIN LAPTOP	13430212120	0	13430212120-0000	1S23474R7PBA41XP	D	08/15/13	1237.50	0.00
				----> TOTAL FOR LOCN 503275	1			1237.50	0.00
				----> TOTAL COUNT AND VALUE	345			411984.28	0.00

Selection Dates 04/24/2026 - 05/26/2026

---> 300771 Hyde Park Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO L440 STAFF LAPTOP	13430238421	0	13430238421-0000	R90FEB2U	J	04/02/15	1117.77	0.00
CODE 15	SYSTEM LENOVO L440 STAFF LAPTOP	13430239897	0	13430239897-0000	R90FE3LJ	J	05/01/15	1117.77	0.00
CODE 15	SYSTEM LENOVO L440 LAPTOP	13430269306	0	13430269306-0000	R90GN0C3	J	08/31/15	1117.77	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284860	0	13430284860-0000	LR063PC6	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284861	0	13430284861-0000	LR063PCT	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284862	0	13430284862-0000	LR063PDA	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284871	0	13430284871-0000	LR063FFN	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284879	0	13430284879-0000	LR063FA2	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284881	0	13430284881-0000	LR063FHY	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430284914	0	13430284914-0000	LR05S4ZH	J	07/18/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e STUDENT T	13430285771	0	13430285771-0000	LR05S4KE	R	06/15/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430293942	0	13430293942-0000	LR063PLV	J	08/09/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430298002	0	13430298002-0000	LR06SCJV	J	11/10/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430299199	0	13430299199-0000	LR06FPJ8	J	10/03/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300099	0	13430300099-0000	LR06S44L	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300110	0	13430300110-0000	LR06S48R	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300111	0	13430300111-0000	LR06S48S	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300112	0	13430300112-0000	LR06S415	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300123	0	13430300123-0000	LR06S49E	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300133	0	13430300133-0000	LR06S477	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300199	0	13430300199-0000	LR06S430	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300217	0	13430300217-0000	LR06S48H	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430300219	0	13430300219-0000	LR06S493	J	11/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11E 3RD GENER	13430306551	0	13430306551-0000	LR08TALN	R	05/25/17	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e 4TH GEN S	13430311241	0	13430311241-0000	LR09XVSG	D	09/20/17	1177.11	0.00
CODE 15	SYSTEM LENOVO L14 YOGA GEN 3 TE	13430347020	0	13430347020-0000	PW05SDS6	J	08/03/23	1211.00	544.95
				----> TOTAL FOR LOCN 300771	26			22373.42	544.95

---> 300881 John Stockton Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430298943	0	13430298943-0000	LR06G0CQ	J	10/03/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430299150	0	13430299150-0000	LR06FP0A	J	10/03/16	792.00	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312072	0	13430312072-0000	MJ06C5QJ	J	01/10/18	774.57	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312073	0	13430312073-0000	MJ06C5QL	J	01/10/18	774.57	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312074	0	13430312074-0000	MJ06C5QK	J	01/10/18	774.58	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312075	0	13430312075-0000	R90Z6XYJ	J	01/10/18	774.58	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312076	0	13430312076-0000	MJ06C5QP	J	01/10/18	774.58	0.00
CODE 15	SYSTEM LENOVO 710e STUDENT DESKT	13430312077	0	13430312077-0000	MJ06C5QM	J	01/10/18	774.58	0.00
				----> TOTAL FOR LOCN 300881	8			6231.46	0.00

---> 300891 Woodland Acres Elementary

Selection Dates 04/24/2026 - 05/26/2026

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	WHITEBOARD POLYVISION PVTS620 IN	13430175764	0	13430175764-0000	STUBNBJ009D	I	06/04/12	899.00	0.00
CODE 15	WHITEBOARD POLYVISION PVTS620 IN	13430175769	0	13430175769-0000	STUBNB5010D	I	06/04/12	899.00	0.00
				----> TOTAL FOR LOCN 300891	2			1798.00	0.00

---> 301601 Waterleaf Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430288789	0	13430288789-0000	LR06G0EJ	J	09/27/16	792.00	0.00
				----> TOTAL FOR LOCN 301601	1			792.00	0.00

---> 302021 Reynolds Lane Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430292139	0	13430292139-0000	LR063PGN	J	08/02/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430299618	0	13430299618-0000	LR06RA23	J	10/21/16	792.00	0.00
CODE 15	SYSTEM LENOVO YOGA 11e THINKPAD	13430299622	0	13430299622-0000	LR06RSSG	J	10/21/16	792.00	0.00
				----> TOTAL FOR LOCN 302021	3			2376.00	0.00

---> 302072 Westside Middle School

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO TINY i7-4785T DESK	13430303449	0	13430303449-0000	MJ04FPBY	J	10/21/16	1017.18	0.00
CODE 15	SYSTEM LENOVO L490 THINKPAD LAPT	13430324962	0	13430324962-0000	PF25M21T	J	05/12/20	1054.35	0.00
				----> TOTAL FOR LOCN 302072	2			2071.53	0.00

---> 302211 Normandy Village Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	SYSTEM LENOVO L480 ADMIN LAPTOP	13430317579	0	13430317579-0000	PF1NZYQX	J	04/26/19	1141.13	0.00
				----> TOTAL FOR LOCN 302211	1			1141.13	0.00

---> 302421 Louis S. Sheffield Elementary

ROOM	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
CODE 15	WHITEBOARD SMART SMASB680 INTERA	13430166178	0	13430166178-0000	N/V	D	04/20/11	1170.00	0.00
				----> TOTAL FOR LOCN 302421	1			1170.00	0.00

Selection Dates 04/24/2026 - 05/26/2026

---> 503001 Administration 1701 Prudential Drive

ROOM CODE	DESCRIPTION	ASSET#		INVENT#	SERIAL#	FD	ACQ DATE	ACQ VALUE	DEPR VALUE
15	SYSTEM LENOVO 10TH GEN THINKBOOK	13430326351	0	13430326351-0000	LR0D85R8	R	10/05/20	900.00	0.00
15	SYSTEM LENOVO 10TH GEN THINKBOOK	13430326355	0	13430326355-0000	LR0D8VY2	R	10/05/20	900.00	0.00
15	SYSTEM LENOVO 10TH GEN THINKBOOK	13430326359	0	13430326359-0000	LR0D8VYZ	R	10/05/20	900.00	0.00
				----> TOTAL FOR LOCN 503001	3			2700.00	0.00
				----> TOTAL COUNT AND VALUE	47			40653.54	544.95

RETIREMENT DATES FY2Y27

DATES	FROM	TO	# ITEMS	RETIRED 04	DEP 04	# ITEMS	RETIRED 05	DEP 05	# ITEMS	RETIRED 06	DEP 06	# ITEMS	RETIRED 07	DEP 07
JULY	03/26/26	04/24/26	204	$718,078.22	**$ 2,313.60**	0	$ -	**$ -**	0	$ -	**$ -**	330	$ 414,459.41	**$ -**
AUG	04/27/26	05/26/26	60	$ 111,851.34	**$ -**	0	$ -	**$ -**	0	$ -	**$ -**	345	$ 411,984.28	**$ -**
SEPT														
OCT														
NOV														
DEC														
JAN														
FEB														
MAR														
APR														
MAY														
JUNE														
TOTALS			264	$829,929.56	**$ 2,313.60**	0	$0.00	**$ -**	0	$ -	**$ -**	675	$ 826,443.69	**$ -**

CODE 15

DATES	FROM	TO	# ITEMS	RETIRED 15	DEP 15
JULY	03/26/26	04/24/26	574	$638,774.57	**$245.40**
AUG	04/27/26	05/26/26	46	$39,442.54	**$0.00**
SEPT					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUNE					
TOTALS			574	$638,774.57	**$245.40**

SUMMARY DATA FOR RETIRED PROPERTY NUMBERS

AUG FY 2027 - *All figures reflect current depreciated value*

	CURRENT MONTHLY RETIREMENT ORDER	CUMULATIVE YEAR TO DATE RETIREMENT ORDER	ROLLING ANNUAL AVG LAST 3 FISCAL YEARS RETIREMENT ORDER
STATUS CODE 4 (SURPLUS RETIRED PROPERTY)	$ -	$ -	$ 63,790.45
STATUS CODE 5 (STOLEN ITEMS)	$ -	$ -	$ 4,739.03
STATUS CODE 6 (TRADED IN ON NEW EQUIPMENT)	$ -	$ -	$ -
STATUS CODE 7 (UNAVAILABLE FOR INVENTORY)	$ -	$ -	$ 2,846.13
STATUS CODE 15 (RETIRED THRU IT DEPT.)	$ -	$ -	27,359.07
GRAND TOTAL	**$ -**	**$ -**	**$ 98,734.68**

FUND LEGEND:
C-Contractor Provided
H-Community Education
X/D-Operating Budget
Y-Internal Accounts
Z-Donations
All others Federally Funded

Compatibility Report for ROSUM FY27 JUL ROSUM.xls
Run on 5/26/2026 12:11

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity	# of occurrences
Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	2

Version

Excel 97-2003

LIST OF COMPETITIVELY AWARDED PURCHASES IN EXCESS OF $50,000
(INCLUDING COMMODITIES)
June 1, 2026, THROUGH June 30, 2026

BID NAME	VENDOR(S)	ESTIMATED AMOUNT	DEPARTMENT
N/A	N/A	N/A	N/A

LIST OF PURCHASES OVER $75K FOR COMMODITIES AND EXISTING COMPETITIVE CONTRACTS (PIGGYBACK)
$50,000 AND ABOVE
June 1, 2026, THROUGH June 30, 2026

PRODUCT OR SERVICE	VENDOR(S)	AMOUNT	FUND NUMBER AND NAME	DEPARTMENT	BASIS OF AWARD
Turf	Florida Outdoor Equipment, Inc.	$105,151.00	10050 General Fund Unassigned	Maintenance	FLORIDA STATE CONTRACT # 25101900-21-STC
Cleaning Robot	Anuvision Technologies, Inc.	$115,656.00	37000 Capital Millage	Operations & Technology Services	TIPS Contract # 220105
Playground Equipment	Florida Recreational Products, LLC	$259,331.50	37000 Capital Millage	Operations on behalf of Seabreeze Elementary School	Sourcewell Contract # 101625-BUR

AMENDMENT TO THE AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND UNIVERSAL PROTECTIVE SERVICES, LLC, D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC FOR PROFESSIONAL SERVICES

The Amendment to the Agreement ("this Amendment" herein) is entered and dated effective August _____, 2026, between THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, a body politic and corporate, principally addressed 1701 Prudential Drive, Jacksonville, Florida, 32207 ("District") and UNIVERSAL PROTECTION SERVICES, LLC d/b/a Allied Universal Security Services, LLC [FEIN: 56-0515447], a foreign profit corporation principally addressed at 161 Washington Street, Suite 600, Conshohocken, Pennsylvania, 19428 ("Contractor"). The District and Contractor may be referred to in this Agreement singularly as a "party" and collectively as the "parties.

1. Background. On or about October 23, 2024, Contractor and the State of Florida, Department of Management Services (DMS) made and entered into State Term Contract No. 92121500-24-STC for Security Guard Services (hereinafter referred to as the "DMS Contract"), incorporated and referenced herein as Exhibit 1. The DMS Contract is sufficiently broad to include the District's desired services and Contractor has agreed to allow the District to use the DMS contract as contemplated by state law as reflected in Board Policy 7.70 and Rule 6A-1.012(6). F.A.C., and that certain Agreement, dated effective July 1, 2025 incorporated and referenced herein as "the Agreement".

2. Term. The term of this Amendment commences July 1, 2026 continuing through and end upon the conclusion of June 30, 2027.

3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

5. Amendments. The parties acknowledge and agree to amend the Agreement only to the terms or conditions which oppose or conflict with the terms as follows:

A. The Agreement sets forth Exhibits 1, 2, and 3 which are hereby agreed to be stricken and thereafter substituted within this Amendment with the Services Quote dated May 20, 2026 (Exhibit 2), the Service Level Agreement (Exhibit 3), and the Duval County Public Schools 2026-2027 District Calendar (Exhibit 4).

B. The Agreement, Section 8 – Fee Schedule shall be stricken to the extend any terms oppose or conflict with the following and thereafter substituted with the following "See Exhibit 2 for Fee Schedule. The fees below shall apply to the Agreement. No additional fees, unless otherwise defined in

this Agreement, or agreed upon in writing by the parties, shall be charged to the District. The District's maximum indebted amount under the Agreement shall not exceed **Two Million, Nine Hundred Thousand and 00/100 Dollars ($2,900,000.00)**.

6. Effectiveness; Ratification of the Agreement. This Amendment is effective the date first set forth above within the preamble. The provisions of the Agreement remain in full force and effect except as expressly provided in this Amendment.

7. Exhibits. All Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of the Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, but not otherwise defined therein, shall be defined as set forth in the Agreement.

8. Authority. The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party's behalf without further consent or approval by anyone.

9. Miscellaneous. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives, and assigns. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

10. Facsimile, Electronic and Scanned Signatures; Counterpart Execution. This Amendment may be executed in one or more counterparts, any amalgamation thereof and via facsimile, electronic and scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute collectively an entire and original agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the District and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized officer, all as of the effective date set forth above within the preamble.

UNIVERSAL PROTECTIVE SERVICES, LLC
d/b/a ALLIED SECURITY SERVICES, LLC

By: _____

Name: Bob Wood

Title: President Florida Region

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

EXHIBIT 1

(DMS Contract to follow)

Docusign Envelope ID: 667B4D57-B95F-479F-9A92-09C722825ACC

State Term Contract
No. 92121500-24-STC
For
Security Guard Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC** (Contractor) with its principal place of business located at **161 Washington Street, Suite 600, Conshohocken, PA 19428**, collectively referred to herein as the "Parties."

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Region(s): **1, 4, 5, 6, 7, 8, 9, and 10**

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on October 1, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier or renewed in accordance with the Enterprise Standard Terms and Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

III. Order of Precedence.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit C, Enterprise Standard Terms and Conditions
d) Exhibit B, Contractor's submitted Price Sheet
e) Exhibit D, Region Map
f) Exhibit E, SLA Document

State Term Contract No. 92121500-24-STC
For
Security Guard Services

IV. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:
Paul Burbridge
Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC
2301 Maitland Center Parkway, Suite 130, 140, 240
Maitland, FL 32751
Telephone: 941-809-0079
Email: paul.burbridge@aus.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC

DocuSigned by:
8EEB7047CF594C5...

Robert C. Wood CPP, CFE, President, Florida Region

10/22/2024 | 4:13 AM PDT
Date:

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C9471999499485...

Pedro Allende, Secretary

10/23/2024 | 2:29 PM EDT
Date:

Exhibit A
Scope of Work

1. Purpose

To provide Customers with Security Guard Services, pursuant to the terms set forth in this Scope of Work (SOW). A map of the service regions is set forth in Exhibit D, Region Map.

2. Commodity Code List

UNSPSC	Class/Commodity Description
92121500	Guard services
92121502	Burglary protection services
92121504	Security guard services

3. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit C, Enterprise Standard Terms and Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Price Sheet can be purchased.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code –The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor for the Security Guard Services STC.

Contractor – A vendor that enters into a Contract with the Department as a result of ITB No. 23-92121500-ITB-V3.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor expectations, and serve as the primary point of contact for the Contractor.

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Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Duly Qualified – possessing the requisite skills, abilities, credentials, and experience.

Duty Roster – The assigned Security Guards work schedule.

Florida Law Enforcement Officer – as defined in section 943.10 (1), F.S., any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Off Duty – not engaged in one's regular work.

End User – The person or entity that uses the commodity or service.

Extraordinary Single Incident Report – A report that is completed when a rare, unusual, significant, or uncommon event occurs during a shift.

Facilities – Those facilities for which the SLA shall apply as identified in Exhibit F, Facility List.

Facility Manager – The local Customer representative designated for a facility to oversee and manage a facility, who will serve in a contract management capacity for the applicable facility.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Guard Tour Patrol System – An electronic patrolling system used to log the rounds conducted by the Security Guard on post at any given time during his or her assigned shift that documents the time and date that patrols have taken place.

Post Orders – Defines the security guard's duties – the "what, when, where, and why."

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) – A document executed by a Customer and the Contractor which includes, but is not limited to, tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific – Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

4. Scope of Work

4.1 Description of Scope

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with the Contract (including any Customer SLA). The Contractor shall perform all services in a timely and professional manner and in accordance with the terms of the Contract (including any Customer SLA).

4.2 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the requirements, specifications, terms, and conditions of the Contract (including any Customer SLA). Additionally, the Contractor shall ensure that all commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) and/or commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

4.3 Request for Quote Requirements

Customers shall use a Request for Quote in accordance with section 287.056(2), F.S., when making purchases off the Contract. The terms of the Customer's purchase shall not conflict with the terms and conditions established by the Contract. In accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

5. Operational Hours

5.1 Contractor will maintain an administrative office during the term of the Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m. at the Customer's location, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined in the Holidays section of the Scope of Work.

5.2 Provision of Security Guard Services and Ancillary Equipment may vary based on each Customer's service needs. Security Guard positions, service lengths (long and short term) and hours (full time, part time and occasional) may vary. Service lengths are as follows:

5.2.1 **Long Term Commitment:** One or more years of Security Guard Services provided to a Customer

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5.2.2 **Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer

5.2.3 **Full Time:** 35 to 40 hours per week of Security Guard Services provided to a Customer

5.2.4 **Part-Time:** 1 to 34 hours per week of Security Guard Services provided to a Customer

5.2.5 **Occasional**: Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

5.3 Security Guards may not work more than 40 hours a week unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per week.

5.4 No Security Guard shall work more than 12 consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and the Customer's designated point of contact about any emergency situation as it occurs and request a written waiver of this term for each occurrence.

6. Licensing Requirements/Eligibility Requirements

6.1 All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under the Contract, which are to be kept current and on the Security Guard's person while on duty.

6.2 The Contractor is to hold a current state of Florida Department of Agriculture and Consumer Services Class "B" Security Agency license.

6.3 The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.

6.4 The Contract, and any Customer SLA, may be terminated if an unlicensed individual performs services under the Contract for any Customer.

6.5 All armed and unarmed Security Guards employed by the Contractor must have a minimum of one year of similar Security Guard Services experience.

6.6 All supervisory staff must have at least three years of similar Security Guard Services experience.

6.7 The Contractor must notify both the Customer's Facility Manager and Contract Manager, as well as the Department's Contract Manager, in writing within one calendar day upon discovering that any employed Security Guard no longer has a valid, active license

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necessary to provide Security Guard Services. Upon such notification, the Contractor must immediately remove the unlicensed person from service and will arrange for a new Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

7. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under the Contract for Customers:

7.1 Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license.

7.2 Security Guard Level II: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.

7.3 Security Guard Level III: An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.

7.4 Security Guard Level IV: An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience.

7.5 Security Guard Level V: An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of their assigned duties under the Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.

7.6 Security Guard Level VI: An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of ten years' experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A ten-year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex

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sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

7.7 Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an executive order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. The Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

8. Tasks/Deliverables

The Contractor will be responsible for the following tasks/deliverables at/for each location:

8.1 Furnish trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous regardless of weather, disaster, or threatened or actual organized labor actions.

8.2 Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.

8.3 Require Security Guards to enforce the Customer's and the Contractor's security policies, procedures, and orders and ensure Security Guards perform all duties in accordance with the terms of the Contract and the written instructions in a Customer's SLA.

8.4 Designate a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.

8.5 Work with the Customer to develop site-specific instructions and Post Orders within 30 days from SLA execution. These instructions and Post Orders may include, but are not limited to; standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and Post Orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and Post Orders.

8.6 Create Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department's Contract Manager or designee upon request.

8.7 Maintain a Duty Roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identifies themselves as someone other than a person listed upon the official Security Guard Duty Roster shall be denied access to the facility and reported to the proper authorities.

8.8 Ensure all Security Guards display a picture I.D. when working at a Customer's site.

8.9 The Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:

8.9.1 Maintain discipline, professional appearance in accordance with the Uniforms and Equipment section of this SOW, professional demeanor, integrity, and attention to duty.

8.9.2 Review and administer the Customer's site security procedures, instructions, and Post Orders.

8.9.3 Review and comply with the applicable Customer standards of conduct and ethics.

8.9.4 Perform access control of persons, vehicles, and other property.

8.9.5 Perform site surveillance (by either foot or vehicle).

8.9.6 Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.

8.9.7 Ensure Security Guards maintain files for security-related documentation at each security station (Post Orders, Site-specific instructions, training materials, etc.).

8.9.8 Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.

8.9.9 Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity, or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS), and the Customer's Facility Manager.

8.9.10 Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

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8.9.11 Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed, and provided during on-the-job training.

8.9.12 Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating findings to the Customer to determine if the situation warrants contacting the police or the fire department.

8.9.13 Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.

8.9.14 Conduct random walking patrols at least two times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.

8.9.15 Inspect exterior doors for proper lock down at the facility's set closing time.

8.9.16 Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.

8.9.17 Be capable of performing their duties in response to any on-site call received from the Customer within five (minutes of receiving the call.

8.9.18 Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.

8.9.19 Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.

8.9.20 Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

9. Hiring Standards/Maintaining Employment

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

9.1 Minimum Hiring Standards

The Department requires the Contractor's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

9.1.1 Must possess a state issued identification card.

9.1.2 Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.

9.1.3 Successfully pass a drug test upon hire.

9.1.4 Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:

- Social security number trace, and
- Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

9.1.5 Successfully pass any other background investigations as required by the Customer SLA.

9.1.6 Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.

9.1.7 Complete all required training courses as mandated in state and locality of employment.

9.1.8 Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, F.S., and Chapter 5N-1, F.A.C.

9.1.9 The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.

9.1.10 Must be physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).

9.1.11 Maintain a well-developed level of maturity necessary for professional interaction.

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9.1.12 Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with the Uniforms and Equipment section of this SOW.

9.1.13 Act in accordance with the terms and conditions of the Contract (including the Customer SLAs).

9.1.14 Be familiar with, and ensure the facilities are in compliance with, all existing standards, codes, rules and regulations. Report any failures or insufficiencies in the delivery of any service to the Customer.

9.1.15 Be responsive at all levels of service to meet Customer needs.

9.3 The Contractor's hiring practices will be in conformance will all relevant federal and state employment laws.

9.2 The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards, to the Customer, and the Department upon request.

9.3 Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under the Contract. It will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy with respect to the Contractor's employees, as part of employment.

9.4 The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security Guards found in violation of this term must immediately cease providing services under the Contract and it will be the responsibility of the Contractor to timely provide replacement services.

9.5 The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

9.6 Security Guards will not leave assigned posts at any time during a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

10. Service Level Agreement

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In regions where multiple Contractors have been awarded, Customers shall request a quote from all vendors awarded in the region. The Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of performing the required Security Guard Services. Customers shall create an SLA using Attachment H, Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from the Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or incorporated into a formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in the Contract. Such additional terms shall not conflict with the terms and conditions established by the Contract. Specific terms and conditions within an SLA are only applicable to that SLA and shall not be construed as an amendment to the Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to the Contract.

10.1 The Contractor shall:

10.1.1 Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.

10.1.2 Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the Security Guard's person while he/she is on duty.

10.1.3 Ensure that Security Guards perform all services in accordance with written instructions provided by the Customer's SLA.

10.2 At a minimum, each Customer's SLA must include the following:

- Term of services, not to exceed the term in the Contract,
- Contact information, including the Contract Manager, primary and secondary emergency call procedures,
- Additions to the Contract SOW (if applicable),
- Deliverables,
- Performance Measures, and
- Any Customer specific terms and conditions.

10.3 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change taking effect.

11. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, the Contract or a Customer's SLA to a replacement contract. The complete transition of existing services to replacement

services is hereby explicitly made a criterion for completing the Contract. As part of transition services, the Contractor shall:

1. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
2. Perform transition tasks for the Department or the Customer upon request, whether or not previously made available, including the following:
    - Provide all Customer documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control.
    - Provide current technical documentation, operations guides, and procedures the Contractor follows to provide the services.
    - Assist Customers with migration of databases and other repositories of information and all State of Florida data to the Customer in a format, method, and timeline acceptable to the Customer and that is consistent with current industry practices and standards.
    - Promptly answer all questions related to the transition and migration of the Contract and the Customer's SLA.
    - Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.

12. Customer Service

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following customer service tasks/deliverables:

12.1 The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:

a. Name
b. Title
c. Email address
d. Office Telephone number(s)
e. Cellular Telephone number(s)

12.2 The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information must be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.

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12.3 The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.

12.4 The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by the Customer or the Department.

12.5 The Contractor shall notify the Customer and the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

13. Contractor Inspections

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

13.1 The Contractor shall provide a manager (i.e., Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of inspections will be determined in the Customer's SLA.

13.2 Inspections performed pursuant to the terms of the Customer's SLA will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.

13.3 The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

14. Uniforms and Equipment

14.1 Security Guards providing services under the Contract shall report to work in uniforms provided and paid for by the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Time spent changing into the appropriate uniform will not be billed to the Customer. Customers will provide the Contractor with notice of a security personnel reporting to work who is not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.

14.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

14.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor at no additional cost to the Customer, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. The redundant communication equipment selected shall be in accordance with the Customer's SLA. This redundant communication equipment may include, but is not limited to:

a. Stationary Telephone
b. Cellular telephone with long-distance calling capabilities.
c. Two-Way Radio
d. Fax Machine

14.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. The Security Guard on duty shall document all lost keys or access cards in a written report and provide it to the Customer's Contract Manager and Facility Manager.

14.5 Ancillary security vehicles, as set forth in Exhibit B, Price Sheet and the Ancillary Equipment section herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to the Contractor's service vehicles offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

14.5.1 Automobile Liability Insurance:

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired automobiles used in connection with the Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $500,000 for each occurrence-bodily injury and property damage combined and $5,000 medical payment.

14.5.2 Self-Insurance:

For any insurance coverage required hereby, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:

- Bodily injury - $200,000 per individual
- Bodily injury - $500,000 per accident
- Property Damage - $500,000
- Medical Payment - $5,000
- Comprehensive - Non-Deductible
- Collision – Non-Deductible

14.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for the performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear, and tear.

14.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so, as to avoid noncompliance.

14.8 If the Contractor damages the Customer's equipment, the Contractor shall replace all equipment and materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or the Contractor's agents or employees:

14.8.1 In addition, the Contractor will be charged a $100.00 per day penalty for equipment damage that results in any disruption of facility operations or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

15. Training

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following training tasks/deliverables:

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15.1 Each Security Guard shall complete all trainings as required by the Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and upon request.

15.2 The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:

15.2.1 Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, F.S.

15.2.2 Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment prevention.

15.2.3 Coordinating and facilitating staff development, licenses, permits, and certifications.

15.2.4 Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.

15.2.5 Conducting Americans with Disabilities Act (ADA) training, to include service animal training.

15.2.6 Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.

15.2.7 Ensuring each Security Guard completes 16 hours of orientation and basic security training related to general high-rise and mid-rise building issues.

15.2.8 Ensuring each Security Guard completes 16 hours of Contractor supervised on-the-job training to include the Customer's designed training on an as needed basis.

15.2.9 Conducting quarterly Customer training for account managers as required.

15.2.10 Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customers shall cover the cost of specialized training under this section and the hourly rate for the Security Guard attending the specialized training.

15.3 The Customer's premises shall not be used as a training site for the Contractor's personnel, unless mutually agreed upon and specified in the Customer's SLA.

15.4 Mandatory Guard and Supervisor Training

The Contractor, at the Contractor's expense, shall ensure that newly assigned Security Guards and supervisors are trained at a minimum in the following areas:

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15.4.1 Orientation and basic security training related to general high-rise and mid-rise building issues.

15.4.2 Patrol and observation techniques.

15.4.3 Report writing.

15.4.4 Customer services and public relations.

15.4.5 Fire safety and prevention.

15.4.6 Bomb recognition.

15.4.7 Conflict management.

15.4.8 Interpersonal skills.

15.4.9 Incident investigation.

15.4.10 Crime prevention.

15.4.11 Handling threatening or hostile individuals.

15.4.12 Handling violence in the workplace.

15.4.13 Computer operations.

15.4.14 Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.

15.4.15 Compiling employee log sheets to log the inspections and observations of rounds.

15.4.16 Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.

15.4.17 Emergency call procedures to notify the Customer of a problem.

15.4.18 Procedures for identifying and handling suspicious packages.

15.4.19 Procedures for identifying and safely responding to bio-medical hazards.

15.4.20 Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).

15.4.21 Americans with Disabilities Act (ADA) training, to include service animal training.

15.4.22 Emergency Operation Procedures (EOP) training specific to the Customer's property/building.

15.4.23 Where required by Customer, Contractor supervised on the job training to include Customer's designed trainings.

15.5 Mandatory On-Going Guard Training

Each Security Guard shall also receive a minimum of four hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

15.5.1 Customer service

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15.5.2 Conflict management.

15.5.3 Report writing.

15.5.4 Interpersonal skills, including sexual harassment prevention training.

15.5.5 Incident investigation.

15.5.6 Crime prevention.

15.5.7 Handling threatening/hostile individuals.

15.5.8 Computer operations.

15.5.9 Fire prevention.

15.5.10 Observation skills.

15.5.11 Effective patrol techniques.

15.5.12 Vehicle Operating Training

15.5.13 Defensive driving training for all vehicle operators is required.

16. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and is limited to the following:

16.1 Vehicles

Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

17. Background Screening and Record Retention

All the Contractor's employees, approved subcontractors, and approved agents performing work under the Contract must comply with all security and administrative requirements of the Customer, as described in the Background Screening and Security section of Exhibit C, Enterprise Standard Terms and Conditions.

17.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any disqualifying

offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

17.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in the Contract.

17.3 Customer's Ability to Audit Background Screenings, Inspect Locations and Ensure Contract Compliance

To ensure the Contractor is in compliance with the Contract and adhering to all applicable state and federal rules and regulations, the Customer or the Department reserves the right to audit or inspect the Contractor's background screening process, working area, location, or guard tour patrol system during the term of the Contract. For an audit or inspection to take place, the Customer shall notify the Contractor in writing at least 48 hours prior to the start date of any audit or inspection.

17.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

1) The identity of all individuals who accessed data in any way, whether those individuals are authorized persons or not.
2) The duration of the individuals' access to data, including the time and date at which the access began and ended.
3) The identity, form, and extent of data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and
4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 17.3 of this SOW. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors.

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Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damage will be numerous, complex, and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of $1,000 for each breach of this subsection.

18. Staff Assignments

18.1 The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.

18.2 The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing it to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of the Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager and Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven days in advance.

18.3 Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.

18.4 In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.

18.5 The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this section and the Staffing Requirement and Security Guard Turnover Rate section of this SOW, at standard hourly billing rates.

19. Staffing Requirement and Security Guard Turnover Rate

19.1 It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional costs or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s) to work at a Customer facility(ies) as needed. A one-week advanced notification is required for any Security Guard taking approved leave time. The Contractor must provide

the name of the replacement Security Guard to the Customer's Contract Manager and Facility Manager, at least seven days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer's Contract Manager and Facility Manager are notified immediately and the Customer's facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed, unless approved and authorized in a written SLA modification by the Customer.

19.2 The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a work week unless overtime is requested and authorized in advance by the Customer in writing. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a 30 day written notice.

19.3 The Customer reserves the right to add facilities to each awarded region of service under the Contract. Security Guard Services at added facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities from Customer's facility list resulting in a price reduction equal to the amount set forth in the Contract pricing.

19.4 The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of the Contract.

19.5 If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.

19.6 Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly leave the company, are laid off from the work force, or are terminated for cause (not to include personnel changes at the Customer's request).

19.7 The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

20. Coverage

The Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's

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facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a Duly Qualified Off Duty Florida Law Enforcement Officer to cover the shift at no additional cost to the Customer. An off-duty Florida Law Enforcement Officer will provide services wearing a law enforcement issued uniform.

20.1 Security Guard Supervision

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

20.1.1 Interview and approve all newly hired staff for the Customer's property portfolio.

20.1.2 Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.

20.1.3 Ensure Security Guards maintain Contract compliance (i.e., training, licenses, certifications, etc.).

20.1.4 Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.

20.1.5 Recommend staffing, as needed.

21. Reporting and Documenting Procedures

21.1 The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).

21.2 The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.

21.3 An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one business day of the incident occurring.

21.4 On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing

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the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of the Contract. The Contractor shall use and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.

21.5 Any unusual or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be briefly summarized by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry, indicating whether conditions were normal or abnormal upon arrival to the security guard post. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of the Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.

21.6 Upon request, the Contractor must provide, at no additional expense to the Customer, an electronic Guard Tour Patrol System that will be utilized by the Security Guard(s) assigned to the Customer's facility. All records of such patrols must be made reviewable and available to the Customer upon request.

21.7 The Contractor shall provide to the Customer a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to the Contract.

21.8 The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.

21.9 In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.

21.10 All reports, documents, and tables shall be submitted to the Customer in a timely manner and in accordance with the method of choice as described in the Customer SLA.

21.11 Security Guards shall log in and out of each facility.

22.0 Contractor's Responsibilities

22.1 The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Contractor's obligations under the Contract, and shall have sole responsibility for the supervision, daily direction

and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on the Customer scope of work to which they are assigned.
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

22.2 Holidays

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

22.3 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the Customer's SLA shall be sent to the Customer's Contract Manager. If any of Contractor's contact information changes during the life of the Contract, then the Contractor shall provide written notice of such change to the Customer's Contract Manager.

Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

22.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with the Contract. The Contractor shall submit reports to the Department's Contract Manager in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after the close of each State fiscal quarter
Diversity Report (submitted to the Customer)	State Fiscal Year	30 business days after the close of the period
Proof of Insurance	Annual	Upon policy renewal

22.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of each month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee & Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

22.6 Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within 30 calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be

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placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

22.7 Certified and Minority Business Enterprise Reports (Diversity Report)

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

22.8 Ad-hoc Report

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

22.9 Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings, which Contractor shall attend either virtually or in person. The Department or Customer may specify the format or agenda for the meeting. The Business Review Meeting may include the following topics:

a. Contract compliance.

b. Contract savings (in dollar amount and cost avoidance)

c. Spend reports by Customer.

d. Recommendations for improved compliance and performance

22.10 Financial Consequences

The Department will impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences below will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's SLA. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract

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termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. The financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter. See the financial consequences table below:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
Timely submission of complete and accurate Quarterly Sales Report	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	State's Fiscal Quarter	$250 for each calendar day late
Timely submission of complete and accurate MFMP Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after the end of each month	Calendar Month	$100 for each calendar day late
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	$100 for each calendar day late
Staff Customer facility(ies) in accordance with the Customer's SLA	Unless otherwise specified in a Customer's SLA, Contractor will provide the Customer facility with a replacement Security Guard within four hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	$500
Contractor's timely submission and implementation of an acceptable Corrective Action Plan to the Department upon request	Failure to timely submit to the Department an acceptable Corrective Action Plan or timely implement an acceptable corrective action to resolve performance deficiencies when requested	Per Occurrence	$10,000

Failure to adhere to the above performance metrics will result in the imposition of financial consequences and repeated failures or non - payment of financial consequences owed under the Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under the Contract.

22.11 Price Adjustments

Prices may be adjusted no earlier than 12 months after the start date of the Contract and no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Series ID	Product
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the contract period shall be determined using the PPI for the month in which the start date of the contract period began and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or five percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

(B - A) / A = Z

Where:
A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)
B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)
Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under the Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price

decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

22.12 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within 30 days of notification of such change.

EXHIBIT C



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

EXHIBIT C

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

EXHIBIT C

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

EXHIBIT C

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

EXHIBIT C

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

EXHIBIT C

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

EXHIBIT C

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

EXHIBIT C

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Exhibit 2

(Services Quote to follow)

Chief Short DCPS PD
1720 Lansdowne Dr
RM 209
Jacksonville, FL 32211

May 20, 2026

Re: Security Officer Services Quote for Duval County Public Schools (School Year 2026/27)

Dear Chief Short:

Thank you for your continued interest in working with Allied Universal Security Services on the State of Florida State Term Contract (STC) for Security Officer Services per Contract No. 92121500-24-STC at the Duval County Public Schools. Per your request, please see the following quote for the 2026/27 School Year:

STC (Region 4) **School Year 2026/27**	**Bill Rate (hourly)**
2 Level I Security Officers - Armed	$ 28.20
34 Level IV Security Officer (Short Term) - Armed	$ 40.98
2 Level V Security Officer (Short Term) (project supervisor)	$ 45.30
1 Level VI Security Officer (Short Term) – (Project Manager)	$ 57.72
4 Vehicles – Automobile – 1 for every project supervisor, project manager, and rover	$1454.75/month per vehicle

The quote provided is based on the Florida Department of Management Services Contract No. 92121500-24-STC for Security Officer Services. The quote above is provided for the school year 2026/27.

Minimum Training Requirements

All Level IV Armed Security Officers, Level V Armed Security Officers (Project Supervisors) and Level VI Armed Security Officers (Project Manager) to complete all training requirements listed under SB 7030 and Florida Statute 1006.12 for School Security Guard and received certification by Duval County Sheriff or other certifying agency. Requirements include:

a. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)2.
b. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board, as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or charter school governing board with mental health and substance abuse data for compliance with this paragraph.
c. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office, school district, or charter school governing board, as applicable.
d. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.
e. This includes the cost of the drug screen.
f. This includes the cost of the psychological examination.
g. Level II background screening for identification.

Costs Paid by School Board

The costs related to these minimum training requirements, overtime or other added requirements shall be borne by School Board or certifying agency and shall include all regular time and overtime associated with the initial and ongoing minimum training requirements specified above. This includes:

- All regular time labor and overtime labor associated with the 144 hours of required training. In the event the County Sheriff or other certifying agency requires additional hours this would be included.
- All regular time labor and overtime labor associated with the 40 hours of District specific training.
- This includes all regular time labor and overtime labor that Project Supervisors and Manager spend outside regularly scheduled service hours to facilitate the new minimum training requirements specified above.
- This includes all overtime labor outside regularly scheduled service hours (e.g., late buses, emergency activities, power failures, weather events, sporting events, etc.).
- Any required communication devices (e.g., Mobile Wi-Fi, radios, etc.).

We look forward to continuing our partnership with you. Please feel free to call me with any questions.

Sincerely,

Taylor McDonald
Director Government Services | Southeast Region
954-415-7419, Taylor.McDonald@aus.com

Allied Universal Overview

Allied Universal manages more than 150,000 Hours Per Week (HPW) of security services in Florida, of which the government sector accounts for more than 50,000 HPW. With more than 15,000 officers in Florida and 3,000-armed security professionals, Allied Universal is positioned as a leader in both government and armed security services.

Allied Universal offers a wide range of security services to municipal, state and federal government agencies nationwide to include:

- Access Control
- Alarm Response
- Armed Protective Services
- Canine Teams
- Control Centers and CCTV Operations
- Emergency/Alarm Response
- Detecting, Reporting, Correcting Safety Hazards
- Enforcing Policies/Procedures & State Laws
- Escort Services
- Fire Safety Officers
- Guard Force Protection
- Hazmat Responders
- Internal/External Patrols
- Patrol Services (Vehicle, Bike, Foot)
- Recruiting and Providing Cleared Personnel
- Security Technology Solutions
- Terrorism Awareness Training
- X-Ray, Magnetometer, Wand Device Operation

Our unique advantage is based upon an ability to deliver responsive security services at the local level with the benefit of a national support network. There are some 200,000 security professionals across the country currently serving their communities and the Allied Universal management team includes some of the industry's most experienced, accomplished security executives. We set the standard for best practices, and we're distinguished by a commitment to operational excellence and customer satisfaction.

Who We Serve

Allied Universal is recognized by our clients as the industry leader, specializing in force protection and access control to local, state and federal government facilities and agencies, including:

- **Airports**
- **Business Improvement Districts**
- **City Governments and Administrative Services**
- **Government Healthcare Facilities**
- **Courts (including screening)**
- **Federal, Civilian and Defense Contractors**
- **Federal Government Agencies**
- **State Agencies**
- **Municipal, County and State Agencies**
- **Ports/Port Authorities**
- **Public Utilities**
- **Transportation/Transit Authorities**
- **Juvenile Justice Centers**

Allied Universal Security Services (Allied Universal) is a privately-owned Company and the largest security services provider in North America, with dual headquarters in Conshohocken, PA, and Santa Ana, CA. The Company provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses in our nation’s communities. The Company was formed in August of 2016 through the merger of the parent companies of AlliedBarton Security Services, founded in 1958, and Universal Protection Services, founded in 1965, to form Allied Universal Security Services.

Allied Universal at a Glance

Our relationships with our employees and clients are at the heart of everything we do, each and every day. Our national reach and local presence cover the continent.

Every day, over 200,000 Allied Universal security professionals head to work prepared to secure and care for the people and businesses in our communities. They are responsible for protecting more than 42,000 client sites across North America covering multiple specialty sectors such as Higher Education, Healthcare, and Corporate Campuses.

- The largest security services company in North America with operations in the United States, Canada, U.S. Virgin Islands and Puerto Rico
- **250** branch offices
- Headquarters in Santa Ana, CA and Conshohocken, PA

Allied Universal Mission

Allied Universal provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses of our communities. We put our relationships with our employees and clients at the heart of everything we do each and every day.

Allied Universal Vision

To truly excel, in every aspect of our lives, we must be phenomenal. This is critical to professional success and personal development.



When we exist at a higher standard we can reach our goals, execute on our mission and live our culture…and be there for our clients and colleagues.



National Coverage

Allied Universal is one of the largest providers of government security systems and services in North America and is recognized as the premier service provider in every market we serve.



ALLIED UNIVERSAL™
There for you.

ALLIED UNIVERSAL
There for you.

K-12 EDUCATION



MAKING SECURITY FOR OUR CHILDREN TOP PRIORITY

Understanding the Vibrancy of Educational Environments

Active shooter and other hostile event violence is increasing across the nation, while the discussion on how to prevent and mitigate such situations are quickly evolving. As the nation's largest private security services provider, Allied Universal offers customized school-based and district-wide solutions to assist in a comprehensive security approach to keeping your schools safe, while maintaining their vibrant learning culture.

Secure Your Learning Environment

Allied Universal secures your school with highly trained security professionals backed by technology solutions so you can focus on creating a safe environment for your students, faculty and staff. We offer:

- Friendly school security professionals, with a customer-service mindset, who elevate security goals through incident management and safety patrols
- Access control solutions to manage visitors and provide lock-out assistance when necessary
- A dedicated K-12 support team for strategic thought leadership, solution designs and consultative program management
- With training that can be audited at anytime, our Security Professionals help support your school's unique Title IX compliance needs for response and reporting

Unrivaled Training & Resources

Schools face intense pressure to address safety incidents, hazards and stay current on issues facing the school security landscape. We are a contract security provider that offers training courses in critical school safety areas.

- Customized online Fire/Life Safety training for schools
- Emergency Response Planning and Active Shooter/Hostile Event Preparedness
- First Aid/CPR/AED and ADA compliance

Allied Universal is dedicated to your school community safety. We deliver a comprehensive strategy supported by a **CUSTOMIZED INTEGRATED SECURITY SOLUTION.** We look forward to discussing how our capabilities will help improve school safety in your district.

To learn more about how Allied Universal can help make your school safe and secure, visit www.aus.com/k-12

ALLIEDUNIVERSAL™
There for you.









K-12 EDUCATION

K-12

A Full Suite of Security Technology Solutions

Allied Universal offers a full suite of solutions to help you increase your facility's safety and satisfaction while managing costs.

Technology that Solves Problems

Through our Global Security Operations Center as a Service (GSOCaaS), we manage security operations, develop security strategy and deploy effective security measures with best-in-class technology and managed services—allowing you to increase safety at your school without investment in additional infrastructure or expertise. We can help you:

- Empower your school's students, families and staff to take action when they see suspicious or threatening activity via our LiveSafe community, our sourced situational awareness application
- Monitor and analyze public information posted across the web, dark web and social media with ThreatMinder to proactively identify and address threats
- Expand your security presence and reach instantly with Robotic Assistance Devices (RAD) by utilizing RAD SCOT™ detection, ID checking, facial recognition, MAC Tracker™ capabilities, communications, help buttons, and video capabilities

Intelligence-Driven Workforce Management

Manage on-premise workflows more effectively and transform the traditional reporting process into a paperless, real-time solution with web and GPS-based technology. Gain access to:

- Information Management
- Security Guard Tour Tracking & Supervision
- Automated Incident & Daily Reporting
- Interactive Post Orders & Online Training
- Incident Heat Mapping & Security Asset Allocation

Monitoring and Response Center (MaRC)

Our MaRC provides 24/7 end-to-end video surveillance using leading-edge equipment and state-of-the-art real-time analytics to proactively intervene through our central command presence, offering:

- Event-based video monitoring customized to your security protocols
- Fire and burglary alarm monitoring
- Virtual guard tours, remote video escorting and remote lobby management

Combining Security Professionals and Security Technology to Keep Our Schools Safe

Mater Dei and Allied Universal have worked closely as partners over the years to fine-tune a security structure that best fits the unique needs of the school. During this time, the academic powerhouse has implemented several of Allied Universal's recommendations that have resulted in an increase in both security awareness and protection.



To learn more about the right integrated security solution for your facility, call us at 866.825.5433 or visit **www.aus.com/k-12**

ALLIEDUNIVERSAL™
There for you.

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Exhibit 3

Service Level Agreement

Level I Armed Guards – School Board Building

- Administer the site security procedures and assist the building in emergency situations at the direction of the DPSP.
- Uphold the access control policies set in place by DPSP.
- Escort visitors and guests.
- Provide additional security during school board meetings.
- Conduct parameter and inner school checks to ensure premises or secure. Turn off and on all necessary lights as required, saying that all doors, nonessential gates, buildings and facilities are secured, and where applicable, close all unlocked doors. Open (unlock) and close (lock) designated doors to buildings, rooms and gates for access and to maintain security.
- Report obvious hazardous conditions and items in need of repair, including inoperative or broken locks, inoperative or broken doors, and operative lights, running water, spills, cameras, monitors, alarm points, automated external defibrillator, emergency notification speaker systems, and computer hardware or software problems and established procedures to the designee and the Duval County School Safety Specialist on a timely basis.

Level IV Armed Security Guards

- Administer the site security procedures and assist the School in emergency situations at the direction of the school Principal or designee.
- In collaboration with School Administrators and authorized personnel, promptly respond to all requests from School personnel and others on the site needing assistance because of, or to help prevent, acts of physical violence, vandalism, theft, or other disturbances; to call for appropriate law enforcement assistance.
- Ensure that prompt action is taken, when possible, to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. Will take appropriate action on any breach of security, suspicious activity or safety hazard and notifications to School Principals or designee, local Law Enforcement and EMS.
- In collaboration with School Administrators and authorized personnel, report unusual occurrences in and about the premises, and maintain an awareness of special activities taking place throughout the facility and its property. Cooperate fully with local law enforcement and School Principal or designee in any investigation of theft, suspected theft, or other security matters.

- Conduct parameter and inner school checks to ensure premises or secure. Turn off and on all necessary lights as required, saying that all doors, nonessential gates, buildings and facilities are secured, and where applicable, close all unlocked doors. Open (unlock) and close (lock) designated doors to buildings, classrooms and gates for access and to maintain security.

- Report obvious hazardous conditions and items in need of repair, including inoperative or broken locks, inoperative or broken doors, and operative lights, running water, spills, cameras, monitors, alarm points, automated external defibrillator, emergency notification speaker systems, and computer hardware or software problems and established procedures to the School Principal or designee and the Duval County School Safety Specialist on a timely basis.

- Prepare and submit to School Principal or designee and the Duval County School Safety Specialists required orders, reports daily, activity reports, and enter data as needed, Including reports of all incidents, accidents, and fires and reports of property damage utilizing District Forms when applicable and maintain and make available all records in connection with the duties and responsibilities of the Armed Security Guards.

Exhibit 4

(School District Calendar)

Duval County Public Schools

2026-2027

District Calendar

JULY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST				
M	T	W	T	F
3	*4*	*5*	*6*	*7*
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER				
M	T	W	T	F
			1	2
5	6	7	8	9~
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

DECEMBER				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18~
21	22	23	24	25
28	29	30	31	

JANUARY				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

MARCH				
M	T	W	T	F
1	2	3	4	5
8	9	10	11~	*12*
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28~
31				

JUNE				
M	T	W	T	F
	1	*2*	*3*	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Board Approved 06/04/2024

Legend:

#	Weather Day
#~	End of Grading Period
#	Weather Closure
#	First & Last Day of School
#	Employee Planning/Inservice
#w	Former Weather Day
#	Schools Closed
#	Schools/Admin Offices Closed
#	Professional Development Day

Dates
July 3, 2026
August 3-7, 2026
August 10, 2026
September 7, 2026
October 9, 2026
October 12, 2026
October 13, 2026
November 11, 2026
November 23-25, 2026
November 26-27, 2026
December 18, 2026
December 21-23, 2026
December 24, 2026 - January 1, 2027
January 4, 2027

January 5, 2027
January 18, 2027
February 15, 2027
March 10, 2027
March 11, 2027
March 12, 2027
March 15-19, 2027
March 26, 2027
March 29, 2027
April 26, 2027
May 28, 2027
May 28, 2027
May 31, 2027
June 1-2, 2027
June 18, 2027

Exhibit 5

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.

8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: Universal Protection Service LLC d/b/a Allied Universal Security Services
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Bob Wood
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE: President Florida Region

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

CONTRACTOR'S SIGNATURE/DATE

Bob Wood / President Florida Region
NAME/TITLE

Name of Company: Universal Protection Service LLC
d/b/a Allied Universal Security Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.



CONTRACTOR'S SIGNATURE

Bob Wood / President Florida Region

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Allied Universal Security Services

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the President Florida Region of Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC, a foreign limited liability company, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC, a foreign limited liability company, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

I attest that Universal Protective Service, LLC d/b/a Allied Universal Security Services, LLC, a foreign limited liability company, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.



6/24/2026

(Signature) (Date)

Name of Company: Allied Universal Security Services

Security Services Agreement

This Security Services Agreement ("Agreement") to provide security services ("Services") is between Dynamic Integrated Security, Inc., (Contractor) and **The School Board of Duval County, Florida** on behalf of the Duval County Public Schools identified in the section 10 as ("DUVAL COUNTY PUBLIC SCHOOLS"). This Agreement is for the Duval County Public Schools' 2026-2027 school year, which is currently scheduled to end on June 30, 2027

WHEREAS, Duval County Public Schools operate Public Schools in Florida; and

WHEREAS, pursuant to Section 1006.12, F.S., Duval County Public Schools is required to have a safe-school officer at each of the Duval County Public Schools's; and

WHEREAS, for clarity and for purposes of this agreement, the Parties acknowledge and agree that where used herein, the term School Security Guard shall mean an armed guard also known as "Safe School Officer," or "School Guardians" qualified and certified pursuant to §1006.12 and related statutes as created under 2019 Safety Act, and as amended; and

WHEREAS, Duval County Public Schools currently require a certified Safe School Officer on campus during regular school hours and anytime students are present on campus, including, but not limited to, after school hours and; summer school; and

WHEREAS, The Contractor wishes to provide certified Safe School Officers to Duval County Public Schools **(FULL-TIME)**; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. TERM.

This Agreement is for the term based on Duval County Public Schools' 2026-2027 calendar school year, which is currently scheduled to end on June 30, 2027. The initial term will commence on July 1st, 2026.

2. TERMINATION.

A. Either party may terminate this Agreement without cause upon 30 days written notice to the other. Duval County Public Schools may terminate for cause of breach of this Agreement only as specified herein.

B. Duval County Public Schools may terminate immediately for cause for failure to comply with the requirements of paragraph 3, and immediately for cause for failure to maintain insurance as required in paragraph 15. Otherwise, Duval County Public Schools may terminate for cause only upon notice and ten (10) consecutive days opportunity to cure.

C. In the event the Duval County Public Schools fail to make payment in full to Contractor upon the date of such payment is due pursuant to this Agreement, Contractor may terminate this Agreement upon three (3) consecutive days written notice of such failure to pay and a reasonable opportunity to cure such payment failure. The notice to cure may be sent in writing by person, USPS, currier, or email.

D. In the event Duval County Public Schools reasonably believes Contractor is in breach of any duties or responsibilities under this Agreement, Duval County Public Schools shall send written notice to cure by email to Jhonelba Moreno, (C.E.O.) (jmoreno@dynamicintegrated.net). The notice shall specify any deficiency in performance. If the Contractor fails to correct the deficiencies within ten (10) business days of the receipt of such notice, the Duval County Public Schools shall be responsible only for payment of services performed through the date of termination.

E. Except as set forth above in subsection A, if this Agreement is terminated by Duval County Public Schools for cause, without providing an opportunity to cure, compensation shall be paid to Contractor for services performed to the date of termination and for ninety days thereafter.

3. SERVICES.

A. For each school requested to service, Contractor shall provide one (1) designated full time Safe School Officer to maintain continuous coverage on school premises while school is in session for a minimum of eight (8) hours each regular school day. Should Services be required for less than a full eight (8) hour school day, payment shall be made at the hourly rate set forth in paragraph 14. If the designated full time Safe School Officer is absent during any portion of the regular school day, summer school schedule or applicable extracurricular activities and / or school-sponsored events, the Contractor shall assign back-up Safe School Officer for the duration that the designated full-time Safe School Officer is absent and notify school accordingly. The Contractor shall not reassign the School's designated full time Safe School Officer without the Duval County School Police's prior written consent and the Contractor must notify the applicable parties, in accordance with Rule 6A-l.0018 F.A.C. Contractor must also notify the school and applicable parties of the termination or resignation of any School designated Safe

School Officer pursuant to Rule 6A-l.0018, F.A.C. and § 1006.12, F.S and as set forth in paragraph 13 below. The school calendar and hours will be designated by the Duval County Public Schools and for the duration of the school year(s). It is understood and agreed that Contractor may be requested to provide services during summer session(s), extracurricular activities and / or school-sponsored events upon applicable request and payment shall be made in accordance with paragraph 14. Contractor agrees to waive any retentions fees.

B. Any designated or substitute guard must also be a Safe School Officer specifically, armed, qualified, and certified pursuant to §1006.12 (2) or (4) and related statutes as created under 2019 Safety Act, and as amended.

C. Contractor shall ensure that any designated full-time or back-up / backfill Safe School Officer has cleared all background and drug screening required by law, including a level 2 background screening pursuant to §§§ 1012.32, 1012.467 435.02, and 435.04 F.S. If at any time it is found that a Safe School Officer does not meet the level 2 requirements, the Safe School Officer shall be immediately removed from the school, cease performing services and shall be replaced by Contractor with another Safe School Officer. Contractor must ensure that Safe School Officer provided are in full compliance with §1006.12(4)-(8), F.S. (2022}.

SCHOOL SECURITY GUARD. — A school district or Duval County Public Schools governing board may contract with a security agency as defined in s. 493.6101(18) to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided the following training and contractual conditions are met:

(a) An individual who serves as a school security guard, for purposes of satisfying the requirements of this section, must:

1. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)2.

2. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or Duval County Public Schools governing board, as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or Duval County Public Schools governing board with mental health and substance abuse data for compliance with this paragraph.

3. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office, school district, or Duval County Public Schools governing board, as applicable.

4. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the

sheriff's office, school district, or Duval County Public Schools governing board, as applicable.

(b) The contract between a security agency and Duval County Public Schools governing board regarding requirements applicable to school security guards serving in the capacity of a Safe School Officer for purposes of satisfying the requirements of this section shall define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.

(c) School security guards serving in the capacity of a Safe School Officer pursuant to this subsection are in support of school-sanctioned activities for purposes of s. 790.115 and must aid in the prevention or abatement of active assailant incidents on school premises.

(D) Contractor shall collaborate cooperatively with each school's principal and perform the following Services:

4. NOTIFICATION. -The district school superintendent or Duval County Public Schools administrator, or respective designee, shall notify the county sheriff and the Office of Safe Schools immediately after, but no later than 72 hours after:

(a) A safe-school officer is dismissed for misconduct or is otherwise disciplined.

(b) A safe-school officer discharges his or her firearm in the exercise of the safe-school officer's duties, other than for training purposes.

5. CRISIS INTERVENTION TRAINING.

(a) Each safe-school officer who is also a sworn law enforcement officer shall complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

(b) Each safe-school officer who is not a sworn law enforcement officer shall receive training to improve the officer's knowledge and skills necessary to respond to and deescalate incidents on school premises.

6. LIMITATIONS. - An individual must satisfy the background screening, psychological evaluation, and drug test requirements and be approved by the sheriff

before participating in any training required by s. 30.15(1)(k), which may be conducted only by a sheriff.

7. EXEMPTION. - Any information that would identify whether a particular individual has been appointed as a Safe School Officer pursuant to this section held by a law enforcement agency, or Duval County Public Schools is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

The Contractor shall collaborate cooperatively with the principal and perform the following Services:

(1) The Safe School Officer shall act as required and, as soon as practicable. The Safe School Officer shall make the principal or its designee aware of such action via written reports of safety concerns, negative behavior, and any incidents as soon as possible following said action. The Safe School Officer shall not take enforcement action against unwanted guests but shall immediately notify School Police of such individuals who may appear on school property or at school related functions. The Safe School Officer must aid in the prevention or abatement of active assailant (as defined by the Federal Bureau of Investigation) incidents on school premises.

(2) In the event of a trespasser, the Safe School Officer shall be notified immediately, and, at the discretion of the principal, a staff member may accompany or meet the Safe School Officer at the location of the incident.

(3) The Safe School Officer shall fully cooperate and aid police officers and deputy sheriffs in matters regarding law enforcement, whenever necessary.

(4) Should it become necessary to conduct formal law enforcement interviews with students, the Safe School Officer shall work with law enforcement and adhere to state statute, law enforcement policy, and legal requirements regarding such interviews.

(5) Any notification made to the Safe School Officer by the school about the discovery of any weapon or any quantity of drugs, including alcohol (no matter how small) will be reported to the Duval County School Police for investigation.

(6) The Safe School Officer shall sign a daily log sheet and notify the principal or its designee, when arriving or departing campus, but otherwise shall move freely on campus throughout the entire school day.

(7) The Safe School Officer will have campus meetings with the principal or its designee or as otherwise mutually agreed to coordinate daily activities.

(8) The Safe School Officer shall maintain the confidentiality of student records accessed during the Safe School Officer's duties under this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA")

(9) The Safe School Officer shall not promote personal ventures of any kind, in any way, with students, parents or staff.

(10) The Safe School Officer shall not participate in student discipline, beyond the extent necessary to deescalate a violent situation. All incidents that may warrant discipline shall be brought to the attention of the principal for appropriate action.

(11) Contractor shall be responsible for training and for maintaining records relating to training, inspection, and firearm qualification in accordance with §§ 1006.12(4), (6) and (7). This Agreement and related records which contain security information are confidential and may be exempt from disclosure. In accordance with §§ 1006.12(8), F.S., 119.071, F.S. and s. 24(a), Art. I of the State Constitution, all information relating to a security system, or which reveal the existence of a security system, including audio and video recordings, surveillance techniques, meetings about security, and all other information, records, photographs, presentations, recommendations, consultations, etc., are all confidential and exempt from disclosure.

(12) Upon request and mutually agreed upon, Contractor will provide safety consulting services for the schools related to school drills, training, and assistance with State of Florida FSSAT and risk assessments. This will be considered Subject Matter Expert Services and any such services rendered by the Contractor will be provided as outlined in Paragraph 14 below.

(13) Failure to abide by any obligation or prohibition in paragraph 3 shall be grounds for removal pursuant to paragraph 13, or termination of the agreement pursuant to paragraph 2.

(14) Contractor warrants and represents that it possesses the specialized skills, knowledge, training, qualifications, and experience in security services necessary to perform the Services set forth herein. Contractor understands that Duval County Public Schools will rely on its training, advice, recommendations, and personnel regarding the Services provided pursuant to this Agreement. Contractor represents and warrants that is a security agency as defined in§ 493.6101(18), F.S., and has the capability and capacity to provide a School Security Guard to serve in the capacity of a safe-school officer, and it represents and warrants that it is professionally qualified, licensed, insured, willing, and able to provide such services in accordance with the requirements under the 2019 Safety Act, and as amended.

8. EDUCATION RECORDS. Contractor shall ensure that the Safe School Officer maintains the confidentiality of student records accessed in the course of the Safe School Officer's duties under this Agreement in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C §1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records and shall notify the School immediately

of any breach of confidentiality. Contractor shall bear any costs regarding notice of breach notification and related fines and penalties. School shall be entitled to recover from Contractor its reasonable costs incurred, including reasonable attorney's fees, relating to Contractor's breach of this section.

9. TRAINING. The Safe School Officer providing services pursuant to this Agreement must be trained through Aaron Feis Guardian Programs offered by applicable sheriff's office offered within the specific county. The contractor shall be responsible for maintaining training records, inspection records and firearm qualification records. Such records shall be made available promptly to Duval County Public Schools upon request. The contractor shall provide documentation that each of the placed Safe School Officers has successfully completed all required training.

10. SCHOOLS SERVED. Contractor shall provide Safe School Officer at the "DUVAL COUNTY PUBLIC SCHOOLS" Named: **(TBD by Duval County Public Schools)** and ancillary facilities designated for services.

11. DUVAL COUNTY PUBLIC SCHOOLS CLIENT RESPONSIBILITES.

A. Contractor will provide invoices to Duval County Public Schools for services performed. Payment will be due within 30 days of receiving an invoice. Should a credit become due to Duval County Public Schools, such credit will appear on the next invoice or, in the case of termination, will be paid by Contractor within three business days of such termination.

B. Contractor shall provide adequate supplies for the performance of the duties by the Safe School Officer.

12. EQUIPMENT. The contractor shall be responsible for ensuring the Safe School Officer is fully equipped with the following equipment, including but not limited to firearm, ammunition, holster, drop pouch, duty belt, handcuff, and related equipment. All patches should identify the Safe School Officer as "School Guardian or Guardian". The Contractor may also utilize body cameras if requested by the Duval County Public Schools. The contractor hereby acknowledges that video captured by body cameras is subject to public records law and shall be maintained as a public record.

13. REMOVAL / TERMINATION OF SAFE SCHOOL OFFICER.

A. If the principal of a school to which a Safe School Officer is assigned to feels that the designated Safe School Officer is not effectively performing the Safe School Officer's duties and responsibilities, the principal shall advise the Duval County School Police that the principal wishes the Safe School Officer to be removed from the school.

B. The Principal, Contractor (or designate) and a School Police Supervisor shall meet to discuss the Safe School Officer's performance. If the

problem is not resolved, then the Safe School Officer shall be removed and replaced by the contractor with another qualified Safe School Officer. The school shall not assess the training costs associated with the replacement of the Safe School Officer.

C. Should Contractor terminate from employment a Safe School Officer providing Services pursuant to this Agreement, then Contractor shall report the termination to the Sheriff in the County in which the Services are being provided.

D. Contractor is responsible for reporting Safe School Officer Discipline, Dismissal or Discharge of Firearm to school principal, Office of Safe Schools, District School Safety Specialist, and applicable law enforcement agencies pursuant to School Safety Requirements and Monitoring Rule 6A-1.0018 (18) and (19), F.A.C. and §1006.12(5), F.S.

14. COMPENSATION. The fee for providing the Services is as follows:

A. The full time Safe School Officer Service fee is $39.20 per hour. The school shall only pay overtime rate of time and a half for hours worked surpassing 40 hours a week (Supplemental hours) for the SSG. All overtime will be requested by the principal in writing and approved in advance by both parties.

B. The total payment to Dynamic Integrated Security for the 2026-2027 school year will not exceed $500,000.00.

C. Upon request from the principal, if a vehicle is to be assigned to the SSG and serve as deterrent presence at the school site or ancillary facility, it will be an additional SEVEN ($7) dollars per hour.

D. During the Term of this Agreement, in the event the State or Federal Law increases the minimum wage beyond the fees defined in this paragraph, the parties will agree to a mutually acceptable modification of the fees defined in this paragraph.

E. Payment will be due within 30 days of receiving the invoice. If payment is more than 21 days late, Services will be suspended and a notice to make payment will be issued.

F. In the event a government agency or other statute, rule or regulation requires the security contractor to come into compliance with additional municipal, state or federal regulations or laws, the security contractor is hereby authorized to pass on to the client all additional costs and charges related to all required compliance under the law.

15. INSURANCE. Contractor shall maintain general liability insurance with a minimum limit of TWO Million Dollars ($2,000,000) per occurrence; workers' compensation insurance as required by law, and Sexual Physical Abuse & Molestation insurance with a minimum limit of THREE Million Dollars ($3,000,000) per occurrence. Duval County Public Schools, its ancillary facilities, its officers, employees' agents, and successors and assigns will be named as additional insured on such policies on insurance. The Contractor shall provide (COI) Certificates of Insurance for required coverage prior to execution of this Agreement, immediately upon request thereafter, and immediately notify the Duval County Public Schools, in the event of cancellation of any policy of insurance.

16. LICENSES. Contractor is licensed to the extent required by all applicable law and will, at its sole cost, maintain such licensing throughout the term, as will all employees/independent contractors of Contractor.

17. PUBLIC RECORDS. The Contractor agrees and understands that all records, in any format, including electronic and video, made in the course and scope of providing Services are public records. Accordingly, Contractor shall:

- Keep and maintain all public records related to the performance of Services in a secure manner, including secure cloud storage, sufficient to minimize security breaches.
- Upon request from Duval County Public Schools, contractor shall provide Duval County Public Schools with a copy of such records and / or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in Chapter 119, Florida Statutes.
- Ensure that public records that are exempt from disclosure are not disclosed, except as authorized by law.
- Upon termination or expiration of the Agreement, provide all public records to Duval County Public Schools in a format acceptable to Duval County Public Schools and shall destroy and duplicate public records that are exempt or confidential and not subject to disclosure.
- Failure to comply with the requirements of this paragraph is grounds for with-cause termination of the Agreement. In the event of a dispute arising from Contractor unlawfully failing to comply with a public records request within a reasonable time, Duval County Public Schools shall be entitled to recover from Contractor its reasonable cost of enforcement or of costs incurred, including reasonable attorney's fees.

18. MODIFICATIONS. Modifications to this Agreement may be made, in writing, and shall become effective upon written approval of both parties.

19. ASSIGNMENT. This Agreement shall not be assigned or sub-contracted by the Contractor without the express written consent of Duval County Public Schools.

20. INDEMNIFICATION. Contractor agrees to indemnify and hold Duval County Public Schools, its schools and/or ancillary facilities and respective agents, affiliated companies, employees, contractors, directors, and officers, harmless from all claims, causes of actions, liabilities, costs, losses, fines, penalties, damages, and expenses, including reasonable attorneys' fees, arising from, or related to performance of Services pursuant to this Agreement.

21. CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be construed in accordance with the laws of the State of Florida. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in Duval County, Florida. Both Contractor and Duval County Public Schools hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury regarding any litigation based on, arising out of, or in any way connected to this Agreement.

22. ATTORNEYS FEES. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to payment of reasonable attorney's fees by the non-prevailing party.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.

24. INDEPENDENT CONTRACTOR. Contractor acknowledges that this Agreement does not create an employee / employer relationship between the Parties. Contractor is an independent contractor under this Agreement. The Contractor is not an employee of Duval County Public Schools for any purpose, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, applicable provisions of the Internal Revenue Service Code, Florida's Workers' Compensation Act, and Florida's Unemployment Compensation provisions of Chapter 443, Florida Statutes.

25. NON-INTEFERENCE WITH DIS PERSONNEL; REMEDIES. Contractor invests in training, site instruction, background checks, documentation, and recruiting for the purpose of obtaining, fostering, and maintaining reliable, professional personnel for the performance of the services Contractor provides to its customers. For this reason, if Duval County Public Schols directly hires any of Contractor's Safe School Officers to work in that same capacity for Duval County Public Schools, then Contractor is entitled to all remedies available at law or in equity. This restriction does not apply to Safe School Officers who have been separated from employment with Contractor for at least six (6) months. No other breach of this Agreement by Duval County Public Schools will entitle Contractor to receive any remedy beyond what Duval County Public Schools owes Contractor under the invoices for Services actually performed.

26. FORCE MAJEURE. Contractor will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, or any other situation beyond its control.

27. NOTICE. Any notice required or otherwise given pursuant to this Agreement will be given in writing and will be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.

[Rest of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their undersigned officials as of the date written below.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____ By: [*Signature not required per Policy 7.41*]
Dr. Christopher S. Bernier, Charlotte D. Joyce, Chair
Superintendent of Schools &
Ex-Officio Secretary to the Board

Date: _____

Form Approved:

By: _____
Office of General Counsel

DYNAMIC INTEGRATED SECURITY, INC.

By: _____
Jhonelba Moreno,
Chief Executive Officer

Date: _____

SECOND AMENDMENT TO THE RESTATED AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND BRANCHING MINDS, LLC

This Second Amendment to the Restated Agreement ("this Second Amendment") is dated effective August _____, 2026, by and between the School Board of Duval County, Florida, a body politic and corporate principally addressed at 1701 Prudential Drive, Jacksonville, Florida 32207 (herein the "District"), and Branching Minds, LLC (FEIN: 46-3275236) a Foreign limited liability company, principally addressed 157 Columbus Avenue, New York, New York 10023 (herein the "Contractor"). The District and Contractor may be referred to singularly as a "party" and collectively as the "parties".

1. Background. This Second Amendment pertains to the Agreement (referenced as the "Branching Minds Master Agreement") effectively dated October 7, 2025, and that certain Amendment to the Branching Minds Master Agreement effectively dated May 5, 2026 (collectively referenced as the "Agreement" herein) the terms and conditions of which are incorporated herein by this reference.

2. Term. The term of this Second Amendment commences effectively July 1, 2026 and continues through June 30, 2027.

3. Definitions. The capitalized terms herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Second Amendment.

4. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

5. Amendment. The parties acknowledge and agree to amend the Agreement only to the terms that oppose or conflict with the terms as follows:

A. Services. The Contractor hereby shall provide the services and products set forth within Quote created April 21, 2026, Referenced: 20260421-135737955, attached hereto and incorporated herein by the reference as ***Schedule A***.

B. Payment Terms. The parties acknowledge and agree to strike any and all terms opposing or in conflict with and substitute the District's maximum indebted amount pursuant to this Second Amendment of **Three Hundred Fifty-Three Thousand, Nine Hundred Eighty-Two and 50/100 Dollars** ($353,982.50) as set forth within ***Schedule A*** herein.

6. Priority. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control.

7. Remainder. Notwithstanding the provision of this Amendment, Section 3 above, all other terms and conditions of the Agreement shall remain in full force and effect.

8. Authority. The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party's behalf without further consent or approval by anyone.

9. Miscellaneous. This Amendment is the entire agreement of the Parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the Parties and their respective successors, legal representatives, and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms and conditions, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

10. Facsimile, Electronic and Scanned Signatures; Counterpart Execution. This Amendment may be executed in one or more counterparts and via facsimile, electronic and scanned signatures, the counterparts and facsimiles of which or any other amalgamations, when taken together, shall be deemed to constitute collectively an entire and original agreement.

IN WITNESS WHEREOF, the District and the Contractor have each caused this Second Amendment to be signed and delivered by its duly authorized officer, as of the effective date as stated within the preamble herein.

BRANCHING MINDS, LLC

By: Eric Weisman

Name: Eric Weisman

Title: Chief Revenue Officer

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____
Charlotte D. Joyce, Board Chair

Form Approved:

By: Derrel Chatmon
Office of General Counsel

Approved by the Board: August _____, 2026

Schedule A

Duval County Public Schools (K-5), FL, Partnership Proposal October 1, 2026 - September 30, 2027

Quote created: April 21, 2026 Reference: 20260421-135737955

Duval County Public Schools
1701 Prudential Drive
Jacksonville, Florida 47906
United States

Christopher Bernier
bernierc@duvalschools.org

Laura Bowes
bowesl@duvalschools.org
9046995023

We understand that RTI/MTSS is a system-level practice intended to support *all* students in fluid and evolving ways, therefore BRM works with schools and districts at a systems-level. Below please find an overview of a way to get started with Branching Minds.

Partnerships with BRM includes the following:

- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations and ongoing customer support:** Included as part of your success package (details included below).
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.
- **Infrastructure support:** RTI/MTSS audits (Roots Reports).

Student Problem-Solving Meeting Assistant
Streamlines MTSS meeting preparation, execution, and follow-up by automating agendas, providing data-driven insights, and capturing meeting notes and action items, allowing educators to focus on effective, data-informed decision-making for each student.

Dottie AI
An AI Assistant trained on the best practices of MTSS, that help educators quickly and easily get answers to all of their most pressing student- and system-level MTSS questions. Available to all users across the

organization.

Core Success Package

• Access to the MTSS Hub on-demand learning platform (LMS)
• Learning modules, tutorials, and videos to support educators as they configure and navigate the BRM platform and improve their MTSS practice
• Access to Best Practice Guides
• Branching Minds Design Workshop

- Half-day onsite workshop with your dedicated Branching Minds success team to collaboratively design a custom onboarding and adoption plan aligned to the district's strategic vision and MTSS goals

• Key Contact(s) Adoption Planning with dedicated Professional Service Manager (up to 2 hours)
• District MTSS Team Launch & Configuration Workshop

- Full-day onsite workshop designed to mobilize your district's activators
- District MTSS Leads / Specialists will take a deep dive into Branching Minds and help identify objectives and milestones for your district's adoption journey

• Dedicated Enterprise Customer Success Manager
• Onsite beginning and middle of year meetings
• Onsite end of year impact review with BRM executive team
• Annual BRM Award Presentation
• Ongoing check-in meetings
• Milestone celebration
• Quarterly Impact Report
• Invitation to Regional MTSS Consortium
• In-app live chat support with prioritized first response time (during business hours)
• Tickets automatically routed to Tier 2 support specialists
• Customized live chat support using district's naming conventions & documentation
• Dedicated Customer Support Specialist assigned
• Access to Branching Minds Help Center
• Prioritized escalations and bug resolution time
• Dedicated Enterprise Data Implementation Specialist
• Project Plan with embedded district-specific Data Sharing Guide
• Help documentation
• Access to the MTSS Hub On-Demand Learning Platform – configuration and technical data implementation courses
• Weekly check-in meetings during onboarding

- Data ingestion and validation
- Platform configuration
- Additional data implementation support, as needed

• Data Integration

- Rostering (staff, students, demographic fields, student flags, custom tags)
- Early Warning System/Graduation Risk Report (attendance, behavior and course marks)
- Assessment (screener, benchmark and progress monitoring)

• Data extracts shared from Branching Minds to district via flat file (district responsible for mapping)
• Access to BRM Newsletter, Blogs, Podcast & Webinars
• Invitation to BRM MTSS Community
• 15 Tickets to BRM's Annual MTSS Summit
• Invitation to co-present with BRM in conferences and webinars

Ashley Pennell - Senior Customer Success Manager Branching Minds

Products & Services

Item & Description	Item Quantity	Unit Price	Total
MTSS Core Platform Student profiles and staff licenses created for all students and staff at partnering schools. (47% discount applied; $8.00pp base price)	47,110	$4.25 / year	$200,217.50 / year for 1 year
Success Package The Branching Minds Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform).	98	$750.00 / year	$73,500.00 / year for 1 year
Student Problem-Solving Meeting Assistant Streamlines MTSS meeting preparation, execution, and follow-up by automating agendas, providing data-driven insights, and capturing meeting notes and action items, allowing educators to focus on effective, data-informed decision-making for each student. (50% discount applied; $1.00pp base price)	47,110	$0.50 / year	$23,555.00 / year for 1 year
Dottie AI An AI Assistant trained on the best practices of MTSS, that help educators quickly and easily get answers to all of their most pressing student- and system-level MTSS questions. Available to all users across the organization. (63% discount applied; $2.70pp base price)	47,110	$1.00 / year	$47,110.00 / year for 1 year

Item & Description	Item Quantity	Unit Price	Total
Making Data-Based Decisions with Branching Minds (Teams - Remote) In this session, participants will learn to: Use the platform for assessing staff/adult practices (e.g., Usage Report, unpacking missing support plans, examining To-Do lists) Take a temperature check of student performance (e.g., using the Tier Level Report) Evaluate the fidelity of existing support plans (e.g., check that goals are set, interventions are assigned, minutes are delivered) Monitor the progress of support plans (e.g., evaluate goal attainment) Analyze trends and evaluate instructional impact (e.g., use Tier Movement and Implementation Health Reports) Evaluate implementation goals that were set during the Building Capacity session and identify any barriers that impacted goal achievement. Participants close the session by designing an action plan of practices they need to stop doing, continue doing, and start doing. Each session is 3 hours for a maximum of 35 participants. (4 additional sessions available from 25-26 contract)	6	$1,600.00	$9,600.00

Annual subtotal	$344,382.50
One-time subtotal	$9,600.00
Total	$353,982.50

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Christopher Bernier
bernierc@duvalschools.org

[*Signature found on page 2*]

Ashley Pennell
ashley.pennell@branchingminds.com

Unless signed this quote expires on: October 31, 2026

This contract begins on set forth within section 2 of this *Second Amendment*. **

Branching Minds Commitment to Purchase
Please accept this commitment to purchase the above products and services. We understand that upon signature of this Purchase Agreement by the district representative, we will be immediately licensed to use the Branching Minds programs outlined above, and be entitled to the services available under the terms of the executed Purchase Agreement.

I agree that use of the Branching Minds programs and services available under the terms of the executed Purchase Agreement are governed by the Master Subscription Agreement, available at **https://www.branchingminds.com/msa**, which is incorporated by reference hereto.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, and attest that we are a designated agent for Duval County Public Schools.

Questions? Contact me

Ashley Pennell
Senior Customer Success Manager
ashley.pennell@branchingminds.com

Branching Minds
157 Columbus Avenue, 4th Floor
New York, NY 10023
USA

STUDENT PROGRESSION PLAN



REQUIREMENTS AND PROCEDURES

2025~~5~~6-202~~6~~7

DUVAL COUNTY
PUBLIC SCHOOLS

Jacksonville, Florida

July 1, 2025~~5~~6

If a parent request is not granted by the school, the parent may write an appeal to the Assistant Superintendent, Curriculum and Instruction or designee explaining why the request should be approved. The decision of the Assistant Superintendent, Curriculum and Instruction or designee is final.

Refer to General - Appendix H for the required ACCEL forms.

E. VIRTUAL INSTRUCTIONAL PROGRAMS

Duval County Public Schools offers multiple opportunities for student participation in part-time and full-time kindergarten through grade 12 virtual instruction. Options include:

1. **Full-time (Grades K – 12)**
   a) Duval Virtual Instruction Academy (DVIA) – is a district operated full-time virtual school serving kindergarten through grade 12 comprehensive instruction. Enrollment in the full-time school must occur during the published open enrollment periods or with the DVIA principal's (or designee) approval prior to the last day of FTE Survey 3. DVIA full-time students fulfilling high school graduation requirements will receive a high school diploma. All students must complete the entire course before grades may be transferred to another school or program. Failure to complete a course may result in an "F" grade, negatively impact promotion, and the ability for a student to transition to an attendance area school.

~~b) Florida Virtual School (FLVS) – provides full-time instruction to grades K – 12.~~

All students participating in full-time virtual instruction programs must participate in state-mandated assessments offered at attendance area schools in order to remain in the virtual program.

~~**Full-time Eligibility Requirements** – A student is eligible to participate in full-time virtual instruction if:~~

~~1) The student spent the prior school year in attendance at a public school in Florida and was enrolled and reported by the school district for funding during October and February for purposes of the Florida Education Finance surveys.~~
~~2) The student is a dependent child of a member of the US Armed Forces who was transferred within the last 12 months to this state from another state or from a foreign country pursuant to a permanent change of station order.~~
~~3) The student was enrolled during the prior school year in a virtual instruction program.~~
~~4) The student has a sibling who is currently enrolled in a virtual instruction program and the sibling was enrolled in that program at the end of the prior school year.~~
~~5) The student is eligible to enter kindergarten or first grade or the student is eligible to enter grades 2 through 5 and is enrolled full-time in a school district virtual instruction program, virtual charter, or the Florida Virtual School.~~

2. **Part-time**
   a) Elementary (Grades K-5)
   Elementary school students may be eligible to take advanced coursework through virtual instruction offered through Duval Flex ~~DVIA or Florida Virtual School (FLVS).~~ For eligibility, refer to Academically Challenging Curriculum to Enhance Learning (ACCEL) options.

   b) Secondary (Grades 6-12)
      1) **Virtual Learning Labs (VLLs)** – Brick and mortar schools can offer virtual courses taught by Duval Flex ~~DVIA or FLVS instructors as available~~.
      2) **Blended Virtual Learning Labs (BVLLs)** – Brick and mortar schools can offer DVIA blended virtual courses delivered in a traditional setting where students receive both traditional and virtual instruction.
      3) **Second School Enrollment** – Students have the option to choose to attend part time brick and mortar (1st school) and part time virtual school (2nd school) according to their individual needs and educational goals.

NOTE: The district has authority and responsibility to provide academic guidance to students. The district may limit a student's enrollment in virtual courses if a student is not academically eligible to enroll in the same courses in a brick-and-mortar setting within the district. Please refer to ACCEL guidelines and timelines for course acceleration eligibility and the district's Master Scheduling Guidelines.

3. **Other school support**
   a) DVIA may contract with full time blended charter schools.
   b) DVIA may contract with private schools who serve students who have residency in ~~Duval County~~ the State of Florida.
   c) DVIA may provide courses offered in the course code directory to students within the school district or to students in other school districts throughout the state.

4. **Duval Virtual Instruction Programs**
   a) **~~General~~ ~~Additional~~ Information:**

1. DVIA (full-time)

Duval County students and students from the State of Florida in grades K-12 may enroll full-time in the Duval Virtual Instruction Academy (DVIA).

Students who enroll in the DVIA full-time program must participate in all required State assessments (e.g. state Reading assessment, math assessment, science assessment, EOC, statewide English language proficiency assessment, etc.) as well as district pre and post course evaluation assessments. Students must participate in state-mandated assessments offered ~~at attendance area schools~~ in order to remain at DVIA.

A student's failure to submit coursework and/or communicate with instructors on a regular basis and maintain appropriate academic progress in the curriculum is considered an absence in the virtual environment and may be reported to the District Truancy Office for action.

2. Duval FLEX (part-time)

Duval County students in grades K-12 enrolled in any public school may enroll part-time ~~at DVIA~~ in Duval FLEX to repeat a course, take advanced coursework or to take a course that is otherwise unavailable~~. The principal or designee of both the school of enrollment and DVIA must approve the course(s). Special scheduling criteria will be discussed during the approval process.~~

~~Students who withdraw from Duval Virtual Instruction Academy (DVIA) will complete an exit interview and be offered counseling along with information on school choice options.~~

~~McKay Scholarship Eligibility – Fulltime DVIA students who wish to participate in the McKay Scholarship program for the following school year must complete a course with a passing grade to be considered eligible. Completion of a course is determined by the course credit weight and/or course length. Some courses may complete at the semester and others may not complete until the end of the school year.~~

b) **Elementary School ~~Programs~~**

1) DVIA Full-time: Once enrolled in Duval Virtual Instruction Academy (DVIA), it is recommended that elementary students (K-5) remain through the end of the school year. DVIA elementary courses are ONLY offered in an annual format. Therefore, although grades are assigned at the semester, students do not earn course completion until the end of the school year. Students intending to transfer to an attendance area school should complete a full quarter of any course.

2) Duval FLEX: In addition to the fulltime programs, elementary students who are eligible for Acceleration through Virtual Instruction may enroll as part-time students to take accelerated courses, if eligible. Part-time enrollment in Duval Virtual Instruction Academy (DVIA) must be approved and requested no later than the end of the first grading period of the current school year to facilitate course completion.

~~c) **Secondary School Programs**~~

~~Once enrolled in Duval Virtual Instruction Academy (DVIA), it is recommended that secondary students (6-12) remain through the end of the semester. DVIA secondary courses are ONLY offered in a semester format. Therefore, grades are not assigned until completion of a course or at the end of a semester (whichever comes first). Failure to complete a course may result in an "F" grade, negatively impact promotion, and the ability for a student to transition to an attendance area school.~~

c) **Middle School ~~Programs~~**

~~Retained 8th grade students enrolled full-time in Duval Virtual Instruction Academy (DVIA) may complete their required core middle school academic credits and enroll in any high school course which is academically appropriate IF they remain as a full-time student at DVIA for the remainder of the school year. Promotion to high school will only take place at the end of the school year.~~

Middle school courses are full-year courses for credit. Students intending to transfer to an attendance area school should complete a full quarter of any course.

Students enrolled full-time in the Duval Virtual Instruction Academy (DVIA) may meet the career and education planning requirement for middle school through a standalone, half credit career course (M/J Career Education 230500)~~, or through a career social studies course~~.

High school courses approved for middle school students via virtual education currently include all district approved courses for middle school. ~~: any appropriate math, world languages, Computing for Colleges and Careers, Guitar, Critical Thinking and Study Skills. District Master Scheduling guidelines should be reviewed in determining course eligibility.~~

d) **High School Programs**

a) A senior may enroll in Duval Flex via their school counselor at their attendance area school.

~~Duval Virtual Instruction Academy (DVIA) students are eligible to participate in Dual Enrollment following Duval County Public School guidelines. Participation in Dual Enrollment courses shall not exceed part-time enrollment limits at the post-secondary institution.~~

~~Full-time students will only be scheduled for courses which are required to meet promotional and graduation requirements.~~

~~A senior may be enrolled in his or her assigned school and complete the requirements for graduation through Duval Virtual Instruction Academy (DVIA) if the student has met all of the following conditions:~~

~~a. Has a cumulative, unweighted GPA of 2.0 or higher;~~
~~b. Needs three or fewer credits to graduate;~~
~~c. Has passed all state assessments required for graduation;~~
~~d. Has received a written referral from his or her assigned school's principal and school counselor stating that the student's interests would be best served by his or her completion of high school through Florida Virtual School;~~
~~e. Successfully completes the credits, has a cumulative, unweighted 2.0 GPA; and~~
~~f. Provides his or her original assigned school documentation of satisfactory course completion by May 20th of the applicable graduation year, the student would be eligible to receive a diploma from the original assigned school.~~

~~**NOTE:** With the approval of the attendance area school principal, full-time Duval Virtual Instruction Academy (DVIA) students are eligible to participate in interscholastic extracurricular student activities at their attendance area school. An extracurricular activity is any school-authorized or education-related activity occurring during or outside the regular instructional school day. Based on space available and principal approval, a DVIA student may be able to participate in curricular (class) activities if that is a requirement of the extra-curricular activity, such as marching band, ROTC, etc. During the period of participation a DVIA student must: demonstrate educational progress in all subjects taken in the DVIA Program as measured by progress reports and report cards; meet the same residency requirements as other students in the school at which they participate; meet the same standards of acceptance, behavior, and performance as required of other students in extracurricular activities; register his or her intent to participate in interscholastic extracurricular activities with the school before the beginning date of the season for the activity in which they wish to participate, a DVIA student must be able to participate in curricular activities (school courses) if that is a requirement for an extracurricular activity; and maintain academic eligibility for participation in interscholastic extracurricular activities.~~

~~**5. Florida Virtual School (FLVS) Programs**~~

~~a) High school students may earn credits toward graduation and take test preparation courses through Florida Virtual School (FLVS). This refers to courses taken independently by the student during and/or after the regular school day per 1001.42(21) F.S. Enrollment in FLVS is based on their capacity and is therefore not guaranteed.~~

~~b) A student requesting to take a course through FLVS must have administrative and parental approval. School personnel should carefully evaluate a student's request prior to granting approval to ensure that~~

the FLVS course is academically appropriate for that student (i.e., student has met all prerequisites). The student's Course Request Form will be approved online at the school by the counselor after confirming online the parent/guardian's approval. The registration process will not be complete until the student receives information from FLVS indicating enrollment in the course with section number.

c) A senior may be enrolled in his or her assigned school and complete the requirements for graduation through Florida Virtual Schools if all of the following conditions are met:
   1) The student has a cumulative, unweighted GPA of 2.0 or higher.
   2) The student needs three or fewer credit hours to graduate.
   3) The student has passed all state assessments required for graduation.
   4) The student has received a written referral from his or her assigned school's principal and school counselor stating that the student's interests would be best served by his or her completion of high school through Florida Virtual School.

   If the student successfully completes the credits, has a cumulative, unweighted 2.0 GPA, and provides his or her original assigned school documentation of satisfactory course completion by May 15th of the applicable graduation year, the student would be eligible to receive a diploma from the original assigned school.

d) An underclassman may be enrolled in his or her assigned school for a minimum of two periods (3 periods on a 7 period day) and enroll in Florida Virtual School for the other classes for that year. If there are extenuating circumstances which prevent an underclassman from attending the minimum periods at the high school and the school's principal determines that the student's best interests would be served by his or her full-time enrollment in Florida Virtual School, a formal request in writing to waive this policy must be submitted to the appropriate Region Superintendent.

e) Florida Virtual School courses are eligible for inclusion in meeting the requirements for NCAA initial eligibility. To ensure that NCAA eligibility for student athletes is not compromised, the school must enter credit for course completion onto the student's official transcript.

f) Per FLDOE policy, WF and WP withdrawal grades issued by FLVS will not become part of a student's record. Upon completion of a course, it is the student's responsibility to notify school counseling staff to insure inclusion in the student's academic record in a timely manner. Only final grades that have been previously approved by the DCPS staff will be recorded.

g) Students cannot be enrolled in same course simultaneously at FLVS and at their home school. Schools should not withdraw a student from a course at school until that have received documentation that the student is actually ENROLLED in the course through FLVS.

h) Students requesting to take a Florida Virtual School course during the summer should pay close attention to FLVS pacing guides and DCPS course completion timelines for the course to count for promotion/retention. Credits to be counted for promotion MUST be completed before the start of the following school year.

i) Students enrolled in an articulated magnet program must attend classes on the high school campus at least 75% of the regular school day. Students desiring to take fewer courses at the high school campus may do so by withdrawing from the magnet program/career academy and reenrolling at the home high school.

j) Because Duval County Public School schedules high school courses with a State End of Course Exam as yearlong, full credit classes, a student attempting to recover OR earn initial credit in these courses through FLVS must complete the entire course (semester 1 and semester 2) to satisfy the DCPS requirement and have the grade posted to his/her academic record.

k) A student of the Florida Virtual School full-time program may participate in any interscholastic extracurricular activity at the public school to which the student would be assigned according to district school board attendance area policies or which the student could choose to attend, pursuant to district or interdistrict controlled open enrollment policies, if the student:
   1) During the period of participation in the interscholastic extracurricular activity, meets the requirements for extracurricular eligibility.
   2) Meets any additional requirements as determined by the board of trustees of the Florida Virtual School.
   3) Meets the same residency requirements as other students in the school at which he or she participates.
   4) Meets the same standards of acceptance, behavior, and performance that are required of other students in extracurricular activities.
   5) Registers his or her intent to participate in interscholastic extracurricular activities with the school before the beginning date of the season for the activity in which he or she wishes to participate. A Florida Virtual School student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.
   6) A student who transfers from the Florida Virtual School full-time program to a traditional public school

~~before or during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period if the student has a successful evaluation from the previous school year. (See FHSAA Bylaws).~~

7) ~~A full-time FLVS student who has been unable to maintain academic eligibility for participation in interscholastic extracurricular activities is ineligible to participate in such activities until the student successfully meets eligibility criteria pursuant to paragraph (a).1006.15.~~

GENERAL - APPENDIX B: ATTENDANCE POLICY FOR STUDENTS

School attendance shall be the direct responsibility of parents/guardians and students. All students are expected to attend school regularly, receive total instructional time, and to be on time for classes to benefit from the instructional program and to develop habits of punctuality, self-discipline, and responsibility.

Open communication between parents/guardians and schools is an integral component of the educational process. Schools and parents/guardians shall work together to encourage students to attend school regularly. Regular attendance in each ~~forty-five (45) day grading period~~ academic term is necessary for a student to be successful in school. ~~Missed work shall be made up for all absences, including suspension. The make-up work must be made up within a specific time period. Each student shall receive full credit for such work. See School Board Policy 5.42.~~

~~During each grading period,~~ In middle school grades (6-8) and high school grades (9-12), the principal or designee shall notify parents/guardians by phone or in writing on ~~or before the third absence of~~ each day the student is absent from any period or school day. ~~Within each grading period, parents/guardians shall be notified in writing upon the fifth absence of the student from any class period or school day to request their cooperation in preventing further absences. (Board Policy 5.42)~~ Principals may authorize a waiver of notification if school personnel have determined the student has contracted an illness, such as a communicable childhood disease, resulting in an extensive number of absences.

Students who are absent shall receive a grade of zero (0) for work missed for the day(s) in which the absence(s) occur. Students shall be responsible for making up missed work for each absence. Missed work shall be made up for all absences, including suspensions. Students shall receive appropriate grades for the make-up work to replace the zero (0). The make-up work should be made up within a specific time period. The school principal shall determine the appropriate length of time for completion of assignments. Each student shall receive full credit for such work (School Board Policy 5.42).

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement (1003.33(2) F.S.).

Florida Statute 1000.01(8) defines a habitual truant as a student who has 15 unexcused absences within 90 calendar days with or without knowledge or consent of the student's parent. If a student has had at least five (5) unexcused absences within a calendar month, or 10 unexcused absences within a 90-calendar day period for which reasons are unknown, actions must be taken, (F.S. 1003.26). The principal shall, unless there is clear evidence that the absences are not a pattern of non-attendance, refer the case to the school's attendance team. If the attendance team finds that a pattern of non-attendance is developing, whether excused or not, a meeting with the parent must be scheduled to identify potential remedies.

- ~~Level I Meeting: If students accumulate five (5) unexcused absences within a calendar month, a school-level meeting shall be scheduled with the parent/guardian. Attendance concerns addressed at a teacher conference may serve as a Level 1 meeting if an attendance agreement has been signed and the notes on the outcome of the meeting have been documented in the Focus Communication log.~~
- ~~Level II Meeting – If a student accumulates 10 or more unexcused absences within 90 calendar days, then the school's attendance team shall invite the parent to a meeting and create a contract. The attendance team may invite the social worker and request a home visit if necessary. If attendance does not improve, the school should refer to the case to the Attendance Intervention Team (AIT), level 3 meeting.~~

- Unless there is compelling evidence to the contrary, the principal shall refer the case to the school-level Attendance Intervention Team (AIT) and convene a meeting that includes the principal or designee, teacher, parent, and other relevant staff. An attendance contract should be developed and signed.
- If the attendance contract is violated, a Level 2 Intervention (District Level AIT) shall be initiated, entailing a meeting with the school social worker or truancy officer, and various school and community representatives. A corrective action plan shall be created, and the parent/guardian must sign the Florida Attendance Law Notice.
- A Level 3 Intervention requires further action by the District Level AIT Committee which may include the creation of additional contracts, program referrals, initiation of the Learn Fare law, or the filing of a truancy petition as outlined in section 984.151, F.S.

Per Florida Statute 322.091, students with a pattern of non-attendance may have driving privileges revoked. Students who accumulate 15 or more unexcused absences in any 90-claendar period or who have dropped out of school are electronically reported to the Florida Department of Highway Safety and Motor Vehicles.

Reinstatement of driving privileges for students in traditional schools is contingent upon students attending 30 consecutive school days with no unexcused absences, after the last unexcused absences.

A student is eligible for the Homebound/Hospital program if the following criteria are met:

1) certification by a licensed Florida physician that the student is expected to be absent from school due to a physical or psychiatric condition for at least fifteen (15) consecutive school days or due to a chronic condition for at least fifteen (15) school days, which need not run consecutively,
2) confinement to home or hospital,
3) ability to participate in and benefit from an instructional program,
4) receiving medical care for illness or injury which is acute or catastrophic or chronic in nature, and
5) ability to receive instructional services without endangering the health and safety of the instructor or other students with whom the instructor may come in contact.
6) A medical form can be obtained from the counselor at the student's school or by calling the Homebound/Hospital Program office.

Pursuant to F.S. 1003.54, students participating in teenage parent programs shall be exempt from minimum attendance requirements for absences related to pregnancy or parenting but shall be required to make up work missed due to absence. These absences shall be excused while the student is under the care of a physician and during the postnatal care period.

Students with unauthorized absences shall be held accountable through provisions in the Code of Student Conduct "Minor Offenses", Class 1.08 or 2.23. Other appropriate penalties, such as detention beyond the regular school schedule or appropriate counseling programs for students and parents, may be administered at the discretion of the school principal or designee. Each school shall develop a written plan for encouraging and motivating students to attend school. Such plans may include certificates, awards, special events, and participation grades for exemplary attendance during a grading period.

NOTE: A student must be enrolled through the end of the school year to receive final grades and be eligible for promotion. Failure to attend through the last day of school may affect final grades and promotion. All state End of Course (EOC) exams, district EOCs and final exams will be administered following the district testing calendar. No exams may be given prior to the approved exam window.

GENERAL - APPENDIX C: PROGRESS MONITORING PLANS

Pursuant to 1008.25(4) F.S., each student must participate in the statewide, standardized assessment program required by s. 1008.22. Each student who does not achieve Level 3 or above on this assessment in English Language Arts, Mathematics, or the Algebra 1 EOC, must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and the strategies for providing academic support to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in ELA and Math must be covered by one of the following plans:

1) A school-wide system of progress monitoring for ALL students ~~(except a student who scores Level 4 or above on the ELA and Math assessments may be exempted from participation by the principal);~~ The following exemptions shall apply:-
   a) Students who score Level 4 or above on the ELA and Math assessments may be exempted from participation by the principal.
   b) All ELL students shall participate in the progress monitoring assessments. However, ELL students who have been enrolled in the ESOL Program and have resided in the country for fewer than two full academic years shall not be included in the PMP process.
   c) ELL students who have participated in the ESOL Program for more than two consecutive years and are not demonstrating adequate progress shall follow the same progress monitoring procedures established or ALL students; or
2) An individual student progress monitoring plan; or
3) A federally required student plan such as an IEP or ELL Plan which addresses identified deficits in reading, writing, science, or mathematics. If the IEP does not address the identified deficit(s), area(s) of academic need, and strategies through direct services, then an IEP or IEP addendum meeting must be held to identify and address the requirements for a student not achieving a Level 3 or higher.

Components which must be included in a school wide progress monitoring system include the following:

Student progress data reported a minimum of three times per year (If a "D" or "F" graded school within the last three years, this requirement is monthly) available to the district, principal, teacher, and parent in the areas of

1) Reading;
2) Mathematics;
3) Science; and
4) Strongly encouraged for social studies.

Progress data must include:

1) Student reading progress monitoring;
2) Student proficiency on grade level standards (including access points for students with significant cognitive disabilities or ELL students);
3) Classroom proficiency on grade level standards; and
4) School proficiency on grade level standards.

Progress data must be used to:

1) Evaluate and revise classroom instruction;
2) Determine individual student remediation needs;
3) Evaluate and revise implementation of the school improvement plan;
4) Evaluate and revise teacher professional development plans;
5) Evaluate and revise the district assistance and intervention plan;
6) Evaluate the fidelity of the implementation of the district K-12 reading plan; and
7) Evaluate teacher performance.

GENERAL - APPENDIX K: HEALTH EDUCATION POLICIES

Health Education provides students with the knowledge and skills they need to maintain health and wellness throughout their lifetime. The intent of a comprehensive health education program is to motivate students to improve their health, prevent disease, and avoid or reduce health related risk behaviors. All teaching and learning is focused on student achievement of learning standards (Next Generation Sunshine State Standards). Health literate youth have the ability to maintain and enhance personal health and fitness, create safe environments, and manage personal and community resources. Health education provides real life learning experiences with personal applications of scientifically research-based health knowledge and skills in relevant situations. Health Education creates opportunities and experiences that engage and challenge young people to assess, explore, and question their health, while personalizing, adapting, and evaluating their learning.

Requirements:

1) ~~All students shall be provided 30-minutes of instruction on mental and emotional health education on the last instructional Wednesday of each month (Wellness Wednesdays). (State Board Ruling 6A.1.094121).~~
2) ~~All students in grades K-12 shall be provided child trafficking prevention instruction through four (4) annual lessons at each grade level (State Board Ruling 6A-1.094123, F.A.C.).~~
3) ~~All students shall be provided annual instruction in grades K-12 related to youth substance use and abuse instruction through the district's health education curriculum (State Board Ruling 6A-1.094123, F.A.C.).~~
4) ~~All students in grades K-12 shall be provided the opportunity to participate in character education (1003.42(5) F.S.). The character development curriculum shall stress the qualities of patriotism; responsibility; citizenship; kindness; respect for authority, life, liberty, and personal property; honesty; charity; self-control; racial, ethnic, and religious tolerance; and cooperation.~~

   In accordance with Section 1003.42(2)(o), Florida Statutes, Required Instruction, comprehensive health education addresses concepts of community health, consumer health, environmental health and family life.

   The required instruction for K-12 includes, injury prevention and safety, internet safety, nutrition, personal health, prevention and control of disease, substance use and abuse, prevention and control of disease, prevention of child sexual abuse, exploitation, and human trafficking, life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, self-awareness and self-management, responsible decision making resiliency, relationship skills and conflict resolution, understanding and respecting viewpoints and backgrounds.

   The required instruction for 6-12 includes, awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy, the effects of social media, including the negative effects of mental health; distribution of misinformation, manipulation of behavior; permanency of materials shared online; personal security to guard against cyberbullying, predatory behavior, and human trafficking on the internet, and reporting suspicious behaviors.

   The required instructions for grades 7-12 include teen dating violence and abuse.

   The required instruction for grades 9-12 included leadership, interpersonal, organizational, and research skills.

ELEMENARY APPENDIX C: READING DEFICIENCY AND INTERVENTION IN GRADES K-3

A. READING DEFICIENCY AND REQUIRED PARENTAL NOTIFICATIONS

Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading, or the characteristics of dyslexia, based upon screening, diagnostic, progress monitoring or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic and multisensory reading interventions, that are grounded in the science of reading, immediately following the identification of the reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia. A school may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan is developed to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. In addition, a school may not wait until an evaluation conducted pursuant to s. 1003.57, F.S., is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under Chapter 490, F.S., which demonstrates that the student has been diagnosed with dyslexia. Such interventions must be initiated upon receipt of the documentation and based on the student's specific areas of difficulty as identified by the licensed professional. A student who has a substantial reading deficiency must be covered by a federally required student plan, such as an individual educational plan or an individualized progress monitoring plan, or both, as necessary pursuant to s. 1008.25(4)(c), F.S.

For reading, the individualized progress monitoring plan shall include at a MINIMUM:

1. The student's specific, identified reading deficiency.
2. Goals and benchmarks for student growth in reading.
3. A description of the specific measures that will be used to evaluate and monitor the student's reading progress.
4. For a substantial reading deficiency, the specific evidence-based literacy instruction grounded in the science of reading which the student will receive.
5. Strategies, resources and materials that will be provided to the student's parent to support the student to make reading progress.
6. Any additional services the student's teacher deems available and appropriate to accelerate the student's reading development. (s. 1008.25(4)(c), F.S.)

Please note that if a student is covered by an Individual Educational Plan (IEP) ONLY, the above criteria should be documented in the IEP along with all other required documentation.

In accordance with Rule 6A-6.053(10), F.A.C., a kindergarten through grade 3 student is identified as having a substantial deficiency in reading if any of the following criteria are met:

A. For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., ~~and~~ **or** the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, 2 minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension.

B. For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment ~~for the specified testing window of~~ **at the beginning, middle, or end of the year on** the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., ~~and~~ **or** the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or

C. For grade 3, the student scores:

1. Below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., ~~and~~ **or** the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or
2. Level 1 on the end of the year statewide, standardized English Language Arts assessment pursuant to s. 1008.22(3)(a), F.S.

D. **A student who was retained in the previous school year shall be identified as having substantial reading deficiency and provided intensive reading intervention.**

Pursuant to s. 1008.25, F.S., and s. 1002.411, F.S., the parent of any student who exhibits a substantial deficiency in reading or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments or teacher observations, must be notified in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in

2. INTENSIVE REMEDIATION

a) Reading:

For each year in which a student scores at Level 1 on state required Reading assessments, the student must be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers will be in either an intensive reading course or a content area course in which reading strategies are delivered which shall be determined by diagnosis of reading needs. The department [FLDOE] shall provide guidance on appropriate strategies for diagnosing and meeting the varying instructional needs of students reading below grade level. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by F.S. § (1011.62(8); F.S. § 1003.428(2)(b)2(c). For ELL students, M/J Developmental Language Arts 3 or English Language Development will fulfill the intensive reading requirement.

NOTE: Exemption - A middle grade student who scores at a Level 1 or Level 2 on state required Reading assessments, but who did not score below Level 3 in the previous 3 years may be granted a one-year exemption from the Reading remediation requirement. This requires that such a student has an approved academic improvement plan already in place, signed by the appropriate school staff and the student's parent, for the year for which the exemption is granted as required by F.S. § 1007.02(1)(b).

b) Mathematics:

For each year in which a student scores at Level 1 or Level 2 on other state required Mathematic assessments, the student must receive remediation in the following year required by F.S. § 1003.428(2)(b)2(d). The remediation may be integrated into a required mathematics course if not provided in a separate intensive mathematics course.

NOTE: A student entering middle school without state required assessment scores from the previous year may be required to take a remediation course if the student's transcript or other information from the previous school suggests that it may be an appropriate placement. A remediation class may be required at the discretion of the school administrator.

3. PROGRAM OF STUDY

Students in grades 6 through 8 will receive a progressive course of instruction. Beginning with students entering grade 6 in the 2006 – 2007 school year, promotion from a school including grades 6, 7, 8 requires that the student must successfully complete academic courses as follows:

Table 2
Middle School Curriculum

Required Courses Grades 6 - 8	Middle School Credits
Language Arts [1,2,3,4]	3
Mathematics [1,2,3,5]	3
Science [1,2,3]	3
Social Studies [1,2,3,6]	3
Physical Education [7,10]	1.50
Health [7,10]	1
Electives, [9,10,11]	3
Total Credits	**17.5**

[1] Core course in grades 6 – 8. Students shall not be scheduled into previously passed courses.

[2] Any student who scores a level 3 or above on state required assessments in Reading and Math should be considered for placement in advanced coursework.

[3] Three middle school or higher courses are required in the curricular area.

[4] These courses shall emphasize literature, composition, and technical text.

[5] These courses may include M/J Mathematics 1 and 2, Pre-Algebra, Algebra I, Algebra I Hon., Geometry, and Geometry Hon. in the indicated sequence.

[6] These courses include World History, Civics, US History, Law Studies, or high school courses designated as Social Studies electives in the Florida Course Code Directory when approved by the Chief of Academic Services – one semester of which must include the study of state and federal government and civics education.

[7] A minimum of three (3) semesters of physical education in grades 6-8 and either one year of health education in grade 7 or one semester of health education each year in grades 6-8.

TABLE 3 ACCESS POINT COURSES- MIDDLE SCHOOL (Grades 6-8)	
Access Point Courses for students with a Significant Cognitive Disability/Deficiency as determined by the IEP team	
Required Courses Grades 6 - 8	**Middle School Credits**
Language Arts	3
Mathematics	3
Science	3
Social Studies [1]	3
PE [2]	1.50
Health [2]	1
Electives [3]	3
Total Credits*	**17.5**

[1] A minimum of three (3) semesters of physical education in grades 6-8 and either one year of health education in grade 7 or one semester of health education in each year in grades 6-8.

[2] Electives may be a combination of general education elective courses and exceptional student education special skills courses.

Effective Fall term 2011, DCPS has established dual enrollment course limitations for students not enrolled in articulated programs of study. Articulated Programs include: Early College, Early Admissions, and some CTE Pathways. Students may take up to three (3) dual enrollment courses in the fall and spring terms with a maximum of two (2) courses taken on a college campus. Students may take one dual enrollment course during the summer term if offered at the high school campus. Per the Dual Enrollment Articulation Agreement, dual enrollment is not a summer option at the college campus. Juniors must be enrolled in a full-time schedule between the high school and the college.

NOTE EXCEPTION: Students enrolled in a magnet program or career academy which requires course attendance on the post-secondary campus to accelerate beyond the courses or comparable course offered within their program or maintain program continuity are exempt from the 75% rule. This exemption does not permit students to opt out or bypass the required course progression within their program. Students are expected to fully complete all components of their magnet or academy program.

c) **Early Admission Program:**
Early admission is a form of dual enrollment in which high school students enroll in college courses on a full time basis on a college campus. A student who meets the conditions of an early admission program may be eligible for graduation when state and district graduation requirements are met. To assure that students are appropriately advised on post-secondary options, to be considered for Early Admissions a student must be enrolled in a DCPS high school by November 1st of their junior year. The Early Admissions applications must be completed and approved by the high school principal, or designee, on or before the date established by Florida State College at Jacksonville (FSCJ) of the student's junior year in high school.

d) Early College:
Early College is a form of dual enrollment that allows students to earn their high school diploma and Associates degree through a blend of high school and college courses. Eligible students take a limited number of dual enrollment courses during 9th and 10th grade and participate as full-time students at FSCJ during 11th and 12th grade.

e) **International Baccalaureate (IB) Program:**
The IB Diploma program, administered by the International Baccalaureate Organization, is a rigorous, pre-university course of study, leading to internationally standardized exams. The program is designed as a comprehensive two-year curriculum which allows students to fulfill requirements of many different nations' educational systems. As with the AP and dual enrollment programs, students completing IB courses and exams are eligible for postsecondary education credits. The award of credit is based on scores achieved on the IB exams. DCPS students shall be exempt from exam registration fees (1007.27(8) F.S.). Students can earn up to 30 postsecondary semester credits by participating in this program at the high school level. The IB Diploma recipients are eligible to receive the Bright Futures Academic Scholars Award for college-related expenses at any Florida public postsecondary institution. (See Table 7)

f) **Advanced International Certificate of Education (AICE) Program:**
This international, pre-university curriculum and examination system, which is administered by the University of Cambridge International Examinations Syndicate, emphasizes the value of broad and balanced study for academically talented students. As with AP, dual enrollment, and IB programs, students completing AICE courses and exams are eligible for postsecondary education credits. Students are guaranteed a minimum number of credits at public state colleges and universities in Florida for examination scores that are at or above the level specified by the State Articulation Coordinating Committee. DCPS students shall be exempt from the payment of any fees (1007.27(9) F.S.). The AICE Diploma recipients are eligible to receive the Bright Futures Academic Scholars Award for college-related expenses at any Florida public postsecondary. *See Table 8.

g) **Advanced Placement (AP) Honors Recognition:** To qualify for the district's AP Honors recognition, a student must take and successfully complete at least nine AP courses between grades nine (9) and twelve (12) – World History, US History, Macro or Micro Economics, US Government and Politics, English, Literature, English Language, one (1) science, one (1) mathematics, and one (1) AP elective. AP courses are taught at college level and each course is concluded by a comprehensive exam created by the College Board. Students who enroll in an AP course are required to take the AP exam.

the US History EOC.

[6] Students pursuing the 24 credit Standard Diploma option must earn 2 credits in the same world language.

[7] A total of one credit shall be taken in fine or performing arts, speech and debate, Career and Technical Education or a state approved practical arts course. ~~Satisfactory completion of four (4) semesters over a minimum of two years in a Junior Reserve Officer Training Corps (JROTC) class with a grade of "C" or better satisfies the full one credit HOPE requirement and the full one credit Arts requirement when the appropriate course waivers have been entered on the transcript (requires waiver # 1500450 AND #1500460). This does not include dual enrollment ROTC classes.~~ Satisfactory completion of four (4) semesters over a minimum of two years in Junior Reserve Officer Training Corps (JROTC) classes, with a grade of "C" or better, satisfies the full one credit HOPE requirement and/or the full one credit Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #1500450 AND #1500460). This does not include dual enrollment ROTC classes. Satisfactory participation in two (2) seasons of Marching Band, as certified by the school's Band Director, may satisfy the one credit of HOPE or the one credit of Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #15004401 AND #15004402).

[8] HOPE-Core is a one credit physical education course which includes the integration of Health Education and Physical Education Standards, Benchmarks, and topics. A school board may not require the one credit in physical education be taken during the ninth grade year. The only approved waivers from the State of Florida for the state-required HOPE-Core course include the following:

- ~~Participation in two seasons of an interscholastic sport at the junior varsity or varsity levels (requires waiver # 1500410, 1500420) **OR**~~
- ~~Satisfactory completion of four (4) semesters over a minimum of two (2) years in a Junior Reserve Officer Training Corps (JROTC) Program with a grade of "C" or better each semester. This DOES NOT include dual enrollment ROTC classes and requires waiver #150450 AND #1500460.~~
- Participation in two (2) seasons of an interscholastic sport at the junior varsity or varsity levels (requires waivers #1500410 and #1500420)
- Satisfactory completion of four (4) semesters over a minimum of two (2) years in a Junior Reserve Officer Training Corps (JROTC) program with a grade of "C" or better each semester. This does not include dual enrollment ROTC classes (requires waivers #150450 and #150460).
- Satisfactory participation in two (2) seasons of Marching Band, as certified by the school's Band Director, may satisfy the one credit of HOPE or the one credit of Arts requirement (requires waivers #15004401 AND #15004402).

[9] Physical therapy is a related service and therefore is not considered physical education.

[11] Students pursuing the Industry Scholar Designation must earn 1 or more industry certifications.

[12] Students pursuing the Scholar Designation must earn credit in at least 1 AP, IB, AICE or Dual Enrollment course.

TABLE 6A3 Standard Diploma – 18 Credit ACCEL Option Program of Study (R) Available for all ninth grade entry years	
NOTE: Students entering ninth grade before the 2023-2024 school year must earn three (3) elective credits; Financial Literacy in not required.	
English [1,2] (English I-IV, AP, DE, IB, AICE) Mathematics [1, 3] Science [1,4] Social Studies [1,5] The Arts [6] Personal Financial Literacy[7] Electives[7]	4 4 3 3 1 0.5 2.5
Total	**18 credits**
Tests	See High School Appendix E
GPA	2.0

[1] No student may be granted credit toward high school graduation for enrollment in any Level 1 course unless the student's assessment indicates that a more rigorous course of study would be inappropriate, in which case a written assessment of the need must be included in the student's IEP.

[2] Students must successfully complete English I and II (std or adv) and English III and English IV or their equivalent AP, DE, IB, or AICE course all of which must include a major concentration in composition, reading for information, and literature. For each year in which a student scores at Level 1 or Level 2 on required state Reading assessments, he/she will be scheduled into an intensive reading course or a content area course providing reading strategies following FLDOE and district guidelines. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by 1011.62(9) F.S. and 1003.428(2)(b)2(c) F.S. ELL students with current overall ELP levels 1.0-2.9 should be scheduled following district Master Scheduling Guidelines.

[3] All students must earn one credit in Algebra 1 and one credit in Geometry. The Algebra 1 and Geometry EOCs will be 30% of the final course grade.

[4]All students shall complete 1 credit in biology and 2 additional credits in equally rigorous science courses. The state Biology EOC will be 30% of the final grade.

[5] The credits shall include 1 credit in American History; 1 credit in world history; ½ credit in economics; and ½ credit in American government including a study of the Constitution of the United States. The state US History EOC will be 30% of the final grade. Students pursuing the **Scholar Designation** must pass the US History EOC.

[6]~~A total of one credit shall be taken in fine or performing arts, speech and debate, Career and Technical Education, or practical arts course. Satisfactory completion of four (4) semesters over a minimum of two years in a Junior Reserve Officer Training requirement when the appropriate course waivers have been entered on the transcript (requires waiver #1500450 AND 1500460). This does not include dual enrollment ROTC classes.~~ Satisfactory completion of four (4) semesters over a minimum of two years in Junior Reserve Officer Training Corps (JROTC) classes, with a grade of "C" or better, satisfies the full one credit HOPE requirement and/or the full one credit Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #1500450 AND #1500460). This does not include dual enrollment ROTC classes. Satisfactory participation in two (2) seasons of Marching Band, as certified by the school's Band Director, may satisfy the one credit of HOPE or the one credit of Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #15004401 AND #15004402).

[7]Students entering ninth grade before the 2023-2024 school year must earn three (3) elective credits; Financial Literacy is not required.

NOTE: For students entering ninth grade for the first time in 2012-2013 and thereafter State Biology assessment will be 30% of the final course grade.

TABLE 6A4
Standard Diploma Option 2
Academic Program of Study (S), Grades 9-12
For Students with Disabilities Not Choosing Option 1 entering 9th grade in 2012-2013 and earlier

NOTE: Student with disabilities, who meet the entry year criteria, excluding Gifted and Home/Hospital, may choose this option at any time. A parent conference and parent sign off is required.

NOTE: Students choosing this option will not be eligible for State University (SUS) admissions or for the Bright Futures scholarship.

Subject	High School Credit
English[1] (English I-IV, AP, DE, IB, AICE)	4
Mathematics [1, 2, 3]	4
Science [4]	3
Social Studies[5]	3
The Arts [6,9]	1
Health Opportunities through Physical Education (HOPE-Core) [7,8,10]	1
Electives[9]	8
Total Credits[11]	**24**

[1] Student with disabilities, excluding Gifted and Home/Hospital only, may be granted credit toward high school graduation for enrollment in any district approved Level 1 courses. A written assessment of the need must be included in the student's IEP indicating that a more rigorous course of study would be inappropriate.

[2] Students entering ninth grade for the first time in 2010-2011, Algebra I and Geometry are required courses. For students entering ninth grade for the first time in 2012-2013 Algebra I, Geometry and Algebra II are required courses.
Students enrolled in Algebra 1 and Geometry must take the state EOCs and final grades will be impacted by ninth grade entry year (see High School Appendix E). **NOTE:** Beginning with students entering 9th grade for the first time in 2010-2011 state EOC requirements may be waived for students with disabilities, with an IEP, who meet state guidelines.

[3] For each year that a student scores at Level 1 or 2 on required state mathematics assessments, the student must receive remediation the following year (1003.428 (2)(b)2(d) F.S.) through applied, integrated, or combined courses.

[4]Science credits shall include 1 credit in biology, and 2 additional equally rigorous science courses including Career and Technical Education (CTE) courses that satisfy the science course requirement.

[5]The credits shall include 1 credit in American history; 1 credit in world history; ½ credit in economics; and ½ credit in American government including a study of the Constitution of the United States.

[6] ~~A total of one credit shall be taken in fine or performing arts, speech and debate, or a state approved practical arts course. (See The only approved waiver from the State of Florida for the entire state-required one credit in fine arts is through satisfactory~~ Satisfactory completion of four (4) semesters over a minimum of two years in Junior Reserve Officer Training Corps (JROTC) classes, with a grade of "C" or better, satisfies the full one credit HOPE requirement and/or the full one credit Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #1500450 AND #1500460). This does not include dual enrollment ROTC classes. Satisfactory participation in two (2) seasons of Marching Band, as certified by the school's Band Director, may satisfy the one credit of HOPE or the one credit of Arts requirement when the appropriate course waivers have been entered into the academic record (requires waivers #15004401 AND #15004402).

[7]HOPE-Core is a one credit physical education course includes the integration of Health Education and Physical Education Standards, Benchmarks, and topics. A school board may not require the one credit in physical education be taken during the ninth grade year. The only approved waivers from the State of Florida for the state-required HOPE-Core course include the following:

- ~~Participation in two seasons of an interscholastic sport at the junior varsity or varsity levels **AND** a passing grade of "C" on the personal fitness competency test (requires waiver # 1500410, 1500420 **AND** 1504030) for Interscholastic~~
- ~~Satisfactory completion of four (4) semesters over a minimum of two (2) years in a Junior Reserve Officer Training Corps (JROTC) Program with a grade of "C" or better each semester. This DOES NOT include dual enrollment ROTC~~
- Participation in two (2) seasons of an interscholastic sport at the junior varsity or varsity levels (requires waivers #1500410 and #1500420)
- Satisfactory completion of four (4) semesters over a minimum of two (2) years in a Junior Reserve Officer Training Corps (JROTC) program with a grade of "C" or better each semester. This does not include dual enrollment ROTC classes (requires waivers #150450 and #150460).
- Satisfactory participation in two (2) seasons of Marching Band, as certified by the school's Band Director, may satisfy the one credit of HOPE or the one credit of Arts requirement (requires waivers #15004401 AND #15004402).

have ample opportunity to meet and spend considerable time with age level peers outside of the school day. The sponsoring organization will provide an individualized, detailed plan which describes how the family will fulfill this commitment if there is no secondary age student living in the home. In such cases the principal and district designee shall make the final decision.

Additionally, the host family placement for each student participant shall be secured by the foreign exchange company prior to the student's departure from the home country. Under no circumstances shall a foreign exchange company facilitate the entry into the United States of a student for whom a school placement has not been secured.

2) PROCEDURES FOR ADMISSION OF ELIGIBLE STUDENTS

a) The non-profit sponsoring organization must apply for and obtain approval for admission of the student through the district school counseling office. There will be two application windows. Completed applications for the first window must be received by February 15, and all remaining applications are due by June 15. ~~Completed applications must be received by June 15. No application will be accepted after June 15th for the following school year unless June 15th falls on a weekend, in which case the deadline will be the Monday immediately after June 15th.~~ No applications for the following school year will be accepted after February 15 or June 15. If either date falls on a weekend, the submission deadline will be extended to the following Monday. The application shall include the student's school transcript, pertinent information about the student, the host family's application with references, evidence of acceptance by the host family, the student's health record with all necessary immunizations, the acknowledgement of Grade 11 placement and non-eligibility for graduation unless a legitimate need for graduation is determined prior to the student's acceptance, an assurance of appropriate medical insurance coverage, and a hold-harmless statement indicating that the Duval County Public Schools will in no way be held liable or responsible for this student in any manner. Approval for admission will be contingent upon

i. completion of application
ii. acceptance by district school counseling of foreign exchange students for a particular school year.

b) **Notification:** A copy of the Duval County School Board Foreign Exchange Program policy shall be sent to the national organizations and known local coordinators of non-profit organizations no later than ~~March~~ January 15 of each school year. ~~Written approval or denial for admission shall be sent to the coordinator of the sponsoring organization by the district school counseling office by July 15.~~ Written notice of admission approval or denial will be sent by the district school counseling office to the coordinator by March 30 for applications received by February 15 and by July 15 for application received by June 15. The exchange student must be accompanied by the sponsoring organization coordinator and a member of the host family when enrolling at the approved school. Formal entrance to school shall be at the beginning of the school year. An orientation designed to acquaint the student with the American school and with the rules governing the behavior of all students shall be provided by the school staff. The student shall follow school rules and shall participate fully in the educational program provided.

c) **Supervision:** It is the sponsor's responsibility to make all travel and accommodation arrangements, including securing the host family. It is the sponsor's responsibility to resolve problems that arise between the student, the host family, and/or the school including, if necessary, the changing of host families or the early return home of the exchange student because of personal difficulties. The principal shall notify the local representative of the sponsoring organization and the district school counseling office if the host family is reported to be neglecting the needs of the exchange student.

d) **Financial Support:** All expenses, including school and school-related expenses are the responsibility of the sponsoring organization, the host family, and the student. Foreign Exchange students are not eligible for lunch subsidies. Any fund-raising for the support of foreign exchange students shall be in accordance with School Board policies.

e) **Employment:** Exchange students are not permitted to take regular part-time jobs during their stay in the United States. However, non-competitive small jobs, not to exceed ten hours a week, such as tutoring, grass cutting, and baby or people sitting, shall be allowed. Consequently, exchange students shall not be enrolled in cooperative programs at the school.

f) **Athletic Eligibility:** Students shall be governed by the Florida High School Activities Association rules and regulations regarding participation in inter-scholastic athletic competitions.

g) **Completion:** Upon completion of the stay in Duval County, the student shall be issued an official transcript of all work completed. A certificate of participation shall also be awarded. Schools are encouraged to honor the foreign exchange student's program completion and award the certificate at an award ceremony.

HIGH SCHOOL - APPENDIX J: NON- DIPLOMA OPTION AGREEMENT revised 7-2-24

NON-DIPLOMA OPTION AGREEMENT

Student Name_____ Student #_____ School #_____ POS_____

The student listed above HAS NOT earned a high school diploma from the Duval County Public Schools.

This student listed above participated in the 24 or 18 credit diploma option but HAS NOT met graduation requirements.

_____**Certificate of Completion (W8A/W8B)** - the student has completed all Duval County graduation requirements EXCEPT passing state required assessments. A student earning this certificate (W8A/W8B) **IS NOT** eligible to participate in spring commencement.

NOTE: Students receiving a Certificate of Completion (W8A/W8B) MAY be eligible to participate in summer commencement IF

- they have participated in ALL administrations of the required state assessments they have not passed; and
- they have taken the ACT, SAT, CLT, School Day assessments, or any other assessment approved by the Florida Department of Education that they were eligible for.

Participation in summer commencement exercises in no way indicates that this student has completed Duval County and/or State of Florida graduation requirements. **A student who receives a Certificate of Completion (W8A/W8B) HAS NOT been awarded a high school diploma and may not be eligible for certain careers that require Florida licensure.**

_____**Certificate of Completion (W08)** - the student has met State of Florida credit requirements but has not passed all required state assessments, earned a 2.0 GPA, and/or met additional Duval County credit requirements. The student IS NOT a graduate**. The student is NOT eligible to participate in commencement.**

_____**Other Non-Grad** - a senior who is retained for all other reasons. **The student IS NOT eligible to participate in commencement**.

To complete the graduation requirements or exit Duval County Public Schools, a student should choose from the following option(s):

_____**Exit school with a Certificate of Completion (W8A/W8B):** A student may elect to withdraw from school with this Certificate of Completion, take the Postsecondary Education Readiness Test (PERT), be admitted to remedial or credit courses at a state college, and be designated by the appropriate withdrawal code. This student may continue to take the state assessments or may be eligible to use a state approved comparative or concordant score in perpetuity.

_____**Elect to participate in summer school:** Credits may be earned via available DCPS summer school programs, Duval Virtual School Flex , or Florida Virtual School. If the student successfully completes the credit recovery by August 31st of the calendar year in which he/she was to graduate, he/she will be entitled to the original DCPS high school diploma.

_____**Withdraw to attend an Adult High School or High School Equivalency program at FSCJ or another provider (W26):** A student may elect to enroll in an Adult Education program to earn a GED or high school diploma awarded by that institution.

_____ **Remain as a full or part-time student for up to one additional year:**
A student eligible for a certificate of completion may elect to remain in high school on either a full-time or part-time basis, taking the necessary course work to complete graduation requirements and/or assist him/her in preparation for passing the state assessments. At the end of the additional year, the student who has completed all graduation requirements and passed all required state assessments may participate in commencement ceremony and receive a diploma that year. If a student has completed all requirements except for the state assessment, they can continue to take the state assessment or an approved comparative or concordant test to meet the graduation requirement and earn a high school diploma. NOTE: Students with disabilities with an active IEP, may remain in school through the year they turn 22.

Notes:

At the direction of the Superintendent of DCPS, I have been notified of the consequences of failure to receive a standard diploma, including the ineligibility for financial assistance at postsecondary educational institutions.

_____ _____

Signature of Student Date Signature of Parent Date

_____ _____

Signature of Principal/Designee Title Date

CC: file in student's cumulative file

HIGH SCHOOL - APPENDIX J: NON- DIPLOMA OPTION AGREEMENT

Student Name:	Student #:	School #:	Program of Study (POS):

The student has participated in the 24 or 18 credit diploma option but HAS NOT met the graduation requirements indicated below.

____ The student has completed the required credits and has earned a minimum 2.0 GPA but *has not passed all required state assessments.*

____ The student has completed the required credits but *has not earned a minimum 2.0 GPA and/or passed all required state assessments.*

____ The student is retained for reasons other than the options above.

The options below are available for the student to complete graduation requirements or exit Duval County Public Schools:

____ I elect to participate in summer school to earn credits needed via available DCPS summer school programs or Duval Virtual School Flex. I understand that I am entitled to my DCPS high school diploma for my expected graduating year if I successfully complete credit recovery by August 31st of that year and may participate in the district's summer commencement ceremony.

____ I elect to withdraw from school and continue to take the assessments needed to earn a high school diploma. I understand that the scores I need to satisfy the required graduation assessments may change after my graduating year if adopted by the Florida Board of Education.

____ I elect to withdraw from school and pursue a diploma with the Adult High School Program at Florida State College at Jacksonville or other state college.

____ I acknowledge that I received the "*Options for Students Who Fail to Earn a Standard High School Diploma*" published by FDOE.

____ I elect to withdraw from school and pursue a registered apprenticeship.

____ I acknowledge that I received the "*Options for Students Who Fail to Earn a Standard High School Diploma*" published by FDOE.

____ I elect to withdraw from school and pursue a Career Education and Florida College Credit Programs.

____ I acknowledge that I received the "*Options for Students Who Fail to Earn a Standard High School Diploma*" published by FDOE.

____ I elect to withdraw from school and pursue the GATE Program.

____ I acknowledge that I received the "*Options for Students Who Fail to Earn a Standard High School Diploma*" published by FDOE.

____ I elect to remain as a full or part-time student for up to one additional year if I meet the age requirement.

Students who have been retained at the end of their intended year of graduation may choose to remain enrolled in high school on either a full-time or part-time basis, taking the coursework necessary to complete graduation requirements and/or to receive support for passing the required state assessments. Upon completion of the additional year, a student who has satisfied all graduation requirements including the required state assessments may participate in the commencement ceremony and receive a diploma for that academic year. If a student has completed all graduation requirements except for the required state assessment(s), the student may continue to take the assessments needed to earn a high school diploma with the understanding that the scores may change after their graduating year if adopted by the Florida Board of Education.

NOTE: Students with disabilities who have an active IEP may remain in school through the school year in which they turn 22. All other students must complete graduation requirements during the additional year and not be 20 years old or older on the first day of that school year in accordance with School Board Policy 5.10.

NOTES:

I acknowledge that I have been notified that I have been retained and **cannot participate in commencement ceremonies**. I acknowledge that I have been notified of my options to receive my standard diploma or my decision to withdraw from Duval County Public Schools and pursue alternative options.

Signature of Student: _____ Date: _____ Signature of Parent: _____ Date: _____

Signature of Principal/Designee: _____ Title: _____ Date: _____

CC: upload copy in cumulative file

2.39 BOARD GENERAL COUNSEL EVALUATION

I. PURPOSE

The purpose of this policy is to establish the roles and responsibilities of the Duval County School Board in evaluating the performance of the Board General Counsel. One of the Board's most important responsibilities is the overall stewardship of District affairs, including ensuring that it receives timely, accurate, and sound legal advice and representation. The Board General Counsel plays a critical role in advising the Board on legal matters, supporting lawful governance, managing legal risk, and promoting compliance with applicable laws, rules, and policies. Accordingly, the Duval County School Board is committed to an ongoing evaluation process that provides a periodic and structured opportunity for full, fair, and candid dialogue between the Board and the Board General Counsel, including a fair opportunity for the Board General Counsel to respond to comments from individual Board members.

II. OBJECTIVES

The Board shall strive to accomplish the following objectives in conducting the Board General Counsel's written evaluation:

1. Ensure the Board General Counsel provides competent, timely, and practical legal advice and services that support the lawful and effective governance of the District, Superintendent and supporting staff.
2. Develop and sustain a professional and productive working relationship between the Board and the Board General Counsel through honest and constructive communication regarding expectations, performance, and legal priorities.
3. Clarify and align the expectations of the Board and the Board General Counsel's role with the District's Strategic Plan goals and the Board's governance responsibilities.
4. Clarify the Board General Counsel's role according to written criteria, as expressed in the Board General Counsel's job description, applicable statutory and regulatory requirements, professional standards, and the District's goals and Strategic Plan.
5. Determine strengths, areas for improvement, and professional development needs of the Board General Counsel.
6. Foster an understanding among Board members and the community of the evaluation process for the Board General Counsel.

III. EVALUATION INSTRUMENT

The Board General Counsel's evaluation instrument shall align, to the extent practicable, with the evaluation framework used for District Office Administrators

and shall consist of three parts: Part 1: Evaluation Indicators; Part 2: Performance Targets; and Part 3: District and Board Initiatives and Projects. The evaluation criteria may include, but are not limited to, quality of legal advice, responsiveness to Board requests, risk management, legal compliance, communication, professionalism, support of Board governance, and leadership of the legal function. The Board will establish targets and projects for the Board General Counsel as part of the evaluation process for the subsequent school year.

IV. TIMING AND PROCESS

The annual evaluation process will include a formal, written evaluation and at least one interim (if needed), informal performance assessment. The Board will conduct the evaluation process in accordance with the DISTRICT OFFICE ADMINISTRATOR SUMMARY TIMELINE FOR BOARD EMPLOYEES in effect for the given school year, unless the Board approves a different timeline consistent with law and contract requirements. If at any time before the interim, informal performance assessment, or after such interim assessment but before the final evaluation, a Board member has concerns regarding the performance of the Board General Counsel, such Board member (or members) shall contact Human Resources, who will then notify the Board office that a publicly noticed meeting between the Board members is necessary to determine whether the Board General Counsel should be placed on a Growth Plan. If the Board approves the Board General Counsel being placed on a Growth Plan, Human Resources will draft such plan, and the Employee Evaluation Committee will monitor the Board General Counsel's growth according to the Plan. The Growth Plan shall not be a condition prior to nonrenewal or terminating Board Counsel.

V. Prior to the completion of the final evaluation of the Board General Counsel, the Board members will individually complete the Performance Evaluation Instrument and will submit their evaluations to Human Resources, who will compute the average score of the Board members' evaluations and create a summative evaluation. The summative evaluation will reflect the Board members' average score, and the range in which the average score places the Board General Counsel (unsatisfactory, needs improvement, effective, or highly effective). The Board will vote on the final summative evaluation no later than the month of June of each year at a special Board meeting. Board members desiring to collaboratively discuss their respective final evaluations of the Board General Counsel will do so at a publicly noticed meeting prior to such special meeting. Further Board action will be required should the evaluation fall within the unsatisfactory range or needs improvement range.

STATUTORY AUTHORITY: 1001.42, F.S. **LAW(S) IMPLEMENTED:** 1001.42(12)(l), F.S. **HISTORY: ADOPTED: REVISION DATE(S):** N/A **FORMERLY:** NEW

4.30 CHALLENGED MATERIALS

I. Overview of Complaints and Reevaluation Requests

A. All complaints and reevaluation requests concerning challenged materials must be submitted in writing, signed by the complainant, and limited to Duval County residents. The Supervisor of Instructional Materials will forward complaints to the Superintendent or designee.

B. Written complaints and requests for reevaluation of challenged materials shall be easy to read and understand and easily accessible on the homepage of the district's website. The objection form must also include the district's point of contact and contact information for submission. It will also contain the following information, as much as possible, or as provided by the Florida Department of Education

1. The title of the book, recording, film, or other item of material under consideration
2. The name and address of author, ISBN Number, publisher, or sponsor.
3. Citation of the pages and specific passage or items in question
4. Identification of the complainant and contact information, including mailing address, a statement of his/her basis for criticizing or requesting a re-evaluation of the particular item.

II. Procedures for Handling Complaints and Requests for Reevaluation

The following procedures shall be followed in handling such complaints and requests for reevaluation of challenged materials:

A. If fewer than seven (7) physical copies of a challenged book or other material are in circulation districtwide, the Chief Academic Officer and/or the Superintendent shall make a recommendation to the Board. The Board may then vote on the submitted recommendation.

B. For all other challenges under this Policy, the Chief Academic Officer or designee, together with a committee appointed by the School Board, shall review the complaint or reevaluation request. This committee is the Material Review Committee (MRC).

~~A. The Chief Academic Officer, or designee and a committee appointed by the School Board shall evaluate the complaint or request. The committee appointed by the School Board shall be referred to as the Material Review Committee (MRC).~~

~~B.~~ C. The Material Review Committee shall be composed of nine (9) members: two (2) non-voting participants and seven (7) voting members.

~~1.~~ One (1) District level Media Specialist, or a school District employee who holds a valid educational media certificate, appointed by the Superintendent or designee. This member is a non-voting member.

~~2.~~ 2. One (1) non-voting Administrator. If the appointed individual is unable to attend, the Superintendent will also designate an alternate to serve in their absence~~.~~

~~3.~~ 3. Each Board Member appoints one (1) of seven (7) voting community members ~~parents~~ residing in the nominating Board Member's District for the committee. If the community member is also a ~~Parent~~ parent, that parent member~~s~~ must have a child ~~children~~ attending a traditional DCPS school or reside within the nominating Board Member's ~~in their member's~~ district. Additionally, ~~Parents~~ committee members who serve on the MRC ~~as members~~ cannot be DCPS employees, elected officials, or petitioners. Finally, ~~Th~~the composition of the MRC ~~is committee~~ must include at least one parent~~s~~ of a student~~s~~ who has access to the challenged materials. ~~Appointed parents must and their children must have access to the materials being reviewed.~~

~~4.~~1. Committee members will choose a Chair for each meeting, whose main responsibility is to guide discussion according to the stated procedures. Once selected, the Chair's first order of business is to establish guidelines for the frequency of meeting dates and corresponding times.

~~C.~~D. Term of Service

1. A commitment to participate in the MRC will span a period of twelve (12) months, with the option of serving two terms as recommended by the School Board member he or she represents

2. If a school board member's term expires or the school board member resigns during the period of the committee's annual commitment, the newly appointed school board member may appoint a replacement who meets the membership qualifications for the duration of the current committee composition.

~~2.~~

~~D.~~E. Committee Commitments

1. 1. MRC meetings must be publicly noticed and accessible in accordance with section 286.011 of the Florida Statutes. The Board Attorney will provide Sunshine Law training at the initial MRC meeting, as well as when significant updates to the law occur or there are changes in Board membership.

2. Committee members are expected to demonstrate a clear understanding of the procedures for District-level review. Additionally, they are required to ensure that challenged materials are properly secured if sufficient copies-such as library books or electronic versions-are not immediately accessible.

3. The MRC will ensure that the author, publisher, or sponsor of the materials is informed of the complaint and afforded an opportunity to submit a report or provide further relevant information. Additionally, parents shall retain the right to review passages from any material subject to objection.

4. The MRC will direct the District Administrator to remove any material challenged on the basis of being pornographic or prohibited under F.S. 847.012 or for depicting sexual conduct, as defined by. 847.001(19), F.S., from all schools within five days of an objection, unless it is required for certain courses or designated by the State Board of Education. The material will remain inaccessible until the objection is resolved.
5. The MRC evaluates material based on its individual merits and its relevance to the overall instructional program. The Supervisor of Media Services of Instructional Materials, or a designated representative, will submit a signed written report to the Chief Academic Officer, who will then provide the report and relevant comments to the School Board for a vote, within thirty (30) school days following the committee's review. If multiple titles are challenged, each title will be reviewed separately in succession.

III. Actions and Notifications

A. If the School Board prohibits materials under s. 1006.28, F.S., the District will discontinue their use. Materials found unsuitable for a grade or age group will no longer be used with those students.

B. The complainant will be notified by the Supervisor of Media Services, or a designee, when the School Board has taken action regarding the complaint or request for reevaluation; the decision will take effect immediately. Following this decision, the School Board will not consider additional challenges to the same material for 24 months unless required by state law. If a parent disagrees with the school board's decision concerning the use of specific material, they may request that the Commissioner of Education appoint a special magistrate at the District's expense. The special magistrate shall review the facts related to the school board's determination, consider information from both the parent and the District, and provide a recommended decision to the State Board of Education within 30 days after receiving the parent's request.

C. When materials are removed from the District's inventory, a notification may be sent to impacted parents, the author, publisher, or sponsor concerned with the action

D. Annually, a report will be submitted to the Commissioner of the Department of Education that identifies each material for which the District received an objection for the school year and the specific objections, as well as material that was removed or discontinued as a result of the objection, and the grade level and course for which removed or discontinued material was used, as applicable. This also includes each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.
LAW(S) IMPLEMENTED: 1001.41, 1001.43, 1006.28, 847.012, 847.001(19) F.S.
ADOPTED: APRIL 1, 1997
REVISION DATE(S): NOVEMBER 10, 2008; JULY 11, 2022; AUGUST 1, 2023, JANUARY 7, 2025, DECEMBER 1, 2025**,** MARCH 3, 2026,AUGUST 3, 2026
FORMERLY: KEC

DUVAL COUNTY SCHOOL BOARD
CHAPTER 7- SCHOOL BUDGET SYSTEMS

7.70 PURCHASING

I. **General Provisions**

A. Purposes, Rules of Construction

~~1. Interpretation -This Duval County Public Schools Purchasing policy shall be construed and applied in a manner to promote its underlying purposes best.~~1. Interpretation - This District purchasing policy shall be construed and applied in a manner to best promote its underlying purposes.

~~1. Interpretation -This Duval County Public Schools Purchasing policy shall be construed and applied in a manner to promote its underlying purposes best.~~

2. Purposes -The underlying purposes of this policy are:

~~a. to simplify, clarify, and modernize procurement practices by Duval County Public Schools;~~a. to simplify, clarify, and modernize District procurement practices;

~~a. to simplify, clarify, and modernize procurement practices by Duval County Public Schools;~~

b. to permit the continued development of procurement policies and practices;

~~c. to provide for increased public confidence in the procedures followed in Duval County Public Schools;~~c. to provide for increased public confidence in the procedures followed by the District;

~~c. to provide for increased public confidence in the procedures followed in Duval County Public Schools;~~

~~d. to ensure the fair and equitable treatment of all persons who deal with the procurement system of Duval County Public Schools;~~d. to ensure the fair and equitable treatment of all persons who deal with the District's procurement system;

~~d. to ensure the fair and equitable treatment of all persons who deal with the procurement system of Duval County Public Schools;~~

~~e. to provide increased economy in Duval County Public Schools procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Duval County Public Schools;~~e. to provide increased economy in District procurement activities and to maximize, to the fullest extent practicable, the purchasing value of public funds of the District;

~~e. to provide increased economy in Duval County Public Schools procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Duval County Public Schools;~~

f. to foster effective broad-based competition within the free enterprise system;

g. to provide safeguards for the maintenance of a procurement system of quality and integrity; and

~~h. to ensure that any procurements made by Duval County Public Schools are made in accordance with the provisions of the Board's Minority Business Development and Assistance~~

~~Program.~~h. to ensure that any procurements made by the District are made in accordance with the provisions of the Board's Office of Economic Opportunity Program.

~~h. to ensure that any procurements made by Duval County Public Schools are made in accordance with the provisions of the Board's Minority Business Development and Assistance Program.~~

3. Singular-Plural and Gender Rules: In this policy, unless the context requires otherwise:

a. words in the singular number include the plural, and those in the plural include the singular; and

b. words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

B. Supplementary General Principles of Law Applicable. Unless displaced by the particular provisions of this policy, the principles of law and equity and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

~~C. Requirement of Good Faith.This policy requires all parties involved in the negotiation, performance, or administration of Duval County Public Schools contracts and procurement to act in good faith.~~C. Requirement of Good Faith. This policy requires all parties involved in the negotiation, performance, or administration of District contracts and procurement to act in good faith.

~~C. Requirement of Good Faith.This policy requires all parties involved in the negotiation, performance, or administration of Duval County Public Schools contracts and procurement to act in good faith.~~

D. Application of this Policy

1. General Application - This policy applies only to contracts solicited or entered into after the effective date of this policy unless the parties agree to its application to a contract solicited or entered into prior to the effective date and in no way, retroactively affects rights and remedies under existing contracts. The effective date of this policy will be the date that this policy is approved by the Duval County School Board.

~~2. Application to Duval County Public Schools -This policy shall apply to every expenditure of public funds irrespective of their source, including federal assistance monies, by the Duval County Public Schools, acting through a governmental body as defined herein, under any contract. It shall also apply to the disposal of Duval County Public Schools supplies. Nothing in this policy or in procedures promulgated hereunder shall prevent the Duval County Public Schools from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.~~2. Application to the District - This policy shall apply to every expenditure of public funds irrespective of their source, including federal assistance monies, by the District, acting through a governmental body as defined herein, under any contract. It shall also apply to the disposal of District supplies. Nothing in this policy or in procedures promulgated hereunder shall prevent the District from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

~~2. Application to Duval County Public Schools -This policy shall apply to every expenditure of public funds irrespective of their source, including federal assistance monies, by the Duval County Public Schools, acting through a governmental body as defined herein, under any contract. It shall also apply to the disposal of Duval County Public Schools supplies. Nothing in this policy or in procedures promulgated hereunder shall prevent the Duval County Public Schools from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.~~

E. Severability. If any provision of this policy or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this policy, and to this end the provisions of this policy are declared to be severable.

F. Determinations. Written determinations required by this policy shall be retained in the appropriate official contract file of the Director of Purchasing or the Purchasing Department.

G. Definitions of Terms Used in this Policy. The words defined in this section shall have the meanings set forth below whenever they appear in this policy, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section or provision.

~~1. Amendment means a modification to the contractual framework previously approved by the School Board, including the award or modification Guaranteed Maximum Price (GMP), any increase or decrease in a Board-approved project budget, extensions of contract duration that alter the planned occupancy or use of a school facility, changes to contract terms and conditions that materially affect risk allocation, or scope changes inconsistent with the Board's prior award.~~1. *Amendment* means a modification to the contractual framework previously approved by the Board, including the award or modification of a guaranteed maximum price (GMP), any increase or decrease in a Board-approved project budget, extensions of contract duration that alter the planned occupancy or use of a school facility, changes to contract terms and conditions that materially affect risk allocation, or scope changes inconsistent with the Board's prior award.

~~1. Amendment means a modification to the contractual framework previously approved by the School Board, including the award or modification Guaranteed Maximum Price (GMP), any increase or decrease in a Board-approved project budget, extensions of contract duration that alter the planned occupancy or use of a school facility, changes to contract terms and conditions that materially affect risk allocation, or scope changes inconsistent with the Board's prior award.~~

2. *Board* means, the Duval County School Board, a body politic and corporate.

3. *Business* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

4. A *Change Order* (Construction) is a written document on OFPC Form 425 executed by the Design Professional and the authorized designee following approval according to policy of the Duval County School Board.

5. *Change Order* (Non-Construction) means a written order signed by the Director of Purchasing or designee, directing the contractor to make changes which the Changes clause of the contract

authorizes the Director of Purchasing to order without the consent of the contractor. This definition does not preclude the Director of Purchasing from seeking the consent of a contractor to a change order.

6. *Competitive solicitations* shall be defined for the purposes of this policy to include purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate.

7. *Construction* means demolition, renovation, remodeling or new construction. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

~~8. *Contract* means all types of Duval County Public Schools agreements and purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.~~8. *Contract* means all types of District agreements and purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

~~8. *Contract* means all types of Duval County Public Schools agreements and purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.~~

9. *Contract Modification* means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

~~10. *Contractor* means any person having a contract with the Duval County Public Schools.~~10. *Contractor* means any person having a contract with the District.

~~10. *Contractor* means any person having a contract with the Duval County Public Schools.~~

11. *Data* means recorded information, regardless of form or characteristic.

12. *Designee* means a duly authorized representative of a person holding a position of authority pursuant to powers properly given to them by another.

~~13. *Director of Purchasing* means the head of the central purchasing office of the Duval County Public Schools.~~13. *Director of Purchasing* means the head of the central purchasing office of the District.

~~13. *Director of Purchasing* means the head of the central purchasing office of the Duval County Public Schools.~~

~~14. *Employee* means an individual drawing a salary from the Duval County Public Schools, whether elected or not.~~14. *Employee* means an individual drawing a salary from the District, whether elected or not.

~~14. *Employee* means an individual drawing a salary from the Duval County Public Schools, whether elected or not.~~

15. *Invitation to Negotiate* shall be defined for the purposes of this policy as written solicitation for competitive sealed replies to select one or more vendors with which to commence

negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Superintendent or designee determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

16. *May* denotes the permissive.

17. *Person* means any business, individual, union, committee, club, other organization, or group of individuals.

18. *Procurement* means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

19. *Procurement Officer* means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

20. *Purchasing Department* means any authorized representatives who work for and are supervised by the Director of Purchasing.

21. *Real Property* means land, buildings, fixtures, and all other improvement to land.

22. *Regulation* means a statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements.

23. *Services* mean the furnishing of labor and time, by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services rendered under an employment agreement. This definition of services includes, but is not limited to, consulting, personal, professional, technical, and purchase-of-client services.

24. *Shall* denotes the imperative.

25. *Superintendent* shall be defined for the purposes of this policy to mean “Superintendent or designee.”

26. *Supplies* mean all tangible property including but not limited to equipment, materials, printing, excluding land or a permanent interest in land.

H. Public Access to Procurement Information. Procurement information shall be subject to the Public Records Act in Chapter 119, Florida Statutes, unless otherwise exempted by said Act to the extent provided and shall be available to the public as provided in such statute. The purpose of this provision is to achieve maximum public access to procurement information consistent with appropriate consideration of safeguards for contractors and employees. The Superintendent may be authorized to purchase commodities or contractual services where the total amount does not exceed an amount prescribed by the School Board, and does not exceed the applicable appropriation in the District budget. The Superintendent may also be

authorized to purchase commodities or contractual services under State of Florida Department of Management Services term contracts. Assistants functioning under the Superintendent's direction may be authorized to perform these purchasing tasks. No person, unless authorized to do so, may make any purchases or enter into any contract involving the use of school funds; no expenditures for any such unauthorized purchase or contract shall be approved, except as provided in section II.V.

I. Authority of the Director of Purchasing

~~1. Principal Procurement Officer of the Duval County Public Schools- The Director of Purchasing shall serve as the principal procurement officer of the Duval County Public Schools.~~1. Principal Procurement Officer of the District - The Director of Purchasing shall serve as the principal procurement officer of the District.

~~1. Principal Procurement Officer of the Duval County Public Schools- The Director of Purchasing shall serve as the principal procurement officer of the Duval County Public Schools.~~

2. Power to Adopt Operational Procedures -Consistent with the provisions of this policy, the Director of Purchasing may adopt operational procedures governing the internal functions of the Purchasing Department.

3. Duties -Except as otherwise specifically provided in this policy, the Director of Purchasing shall

~~a. procure or supervise the procurement of all supplies and services needed by the Duval County Public Schools;~~a. procure or supervise the procurement of all supplies and services needed by the District;

~~a. procure or supervise the procurement of all supplies and services needed by the Duval County Public Schools;~~

b. establish and maintain programs for the inspection, testing, and acceptance of supplies and services.

J. Delegation of Authority by the Director of Purchasing.The Director of Purchasing may delegate authority to designees where consistent with Board policies and applicable law.

K. Statement of Policy on Ethics. Public employment is a public trust. It is the policy of the Duval County Public Schools to protect and promote the integrity of our procurement system. Board employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Duval County Public Schools procurement organization. All employees shall be bound by the provisions of applicable law relating to the ethics of public employees and also of certificated educators.

L. Statement of Policy on Office of Economic Opportunity Program. Any procurements made pursuant to this policy will be made in accordance with the provisions of the Board's Office of Economic Opportunity Program.

~~L. Statement of Policy on Office of Economic Opportunity Program. Any procurements made pursuant to this policy will be made in accordance with the provisions of the Board's Office of Economic Opportunity Program.~~

II. Source Selection and Contract Formation

A. Definitions of Terms Used in this Section

1. *Cost -Reimbursement Contract* means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee, if any.

2. *Established Catalogue Price* means the price included in a catalogue, price list, schedule, or other form that:

a. is regularly maintained by a manufacturer or contractor;

b. is either published or otherwise available for inspection by customers; and

c. states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

3. *Invitation to Bid* shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. The invitation to bid is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

4. *Proposer* shall be defined for the purposes of this policy to include those vendors submitting bids or responses to a competitive solicitation.

5. *Purchase Description* means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.

6. *Request for Proposals* shall be defined for the purposes of this policy as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

7. *Responsible Bidder or Offeror* means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

8. *Responsive Bidder* means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

9. *Responsive Proposer* means a person who has submitted a proposal which conforms to all material requirements to the Request for Proposals.

B. Methods of Source Selection and Board Approval.

~~1. Unless otherwise authorized by law, all Board contracts shall be awarded by one of the following methods:~~1. Unless otherwise authorized by law, all District contracts shall be procured by one of the following methods. Contracts requiring Board approval shall be presented to the Board for award or approval as required by this policy.

~~1. Unless otherwise authorized by law, all Board contracts shall be awarded by one of the following methods:~~

a. Section II.C. Formal Sealed Bidding

b. Section II.D. Formal Sealed Proposals

c. Section II.E. Selection of Design and Construction Professional Services

d. Section II.G. Informal Procurements

e. Section II.H. Sole Source Procurements

f. Section II.I. Emergency Procurements

g. Section II.J. Florida Administrative Purchasing Policies

h. Section II.K. Other Procurements

~~2. Awards in excess of the amount set forth in School Board Policy 7.41 require Board approval, except (1) all commodity products and (2) purchases made pursuant to section II.J.1. Commodity products are defined as normal, routine items used in the routine operation of the district. The Superintendent shall furnish the Board monthly a report that includes purchases not requiring Board approval, to include (1) commodity products that exceed the amount as set forth in School Board Policy 7.41 and (2) purchases and awards made pursuant to section II.J.1 that exceeds the amount as set forth in School Board Policy 7.41. As required by Section 1001.42(10) (j), F.S., the District shall receive and give consideration to the prices available to it under rules of the State of Florida Department of Management Services, Division of Purchasing. The District may use prices established by the Division of Purchasing through its state purchasing agreement price schedule.~~2. Awards in excess of the amount set forth in Board Policy 7.41 require Board approval, except for (1) commodity products and (2) purchases made pursuant to section II.J.1, to the extent permitted by law and policy. Commodity products are normal, routine items used in the routine operation of the District. The Superintendent shall furnish the Board a monthly report of purchases not requiring Board approval, including (1) commodity products that exceed the amount set forth in Board Policy 7.41 and (2) purchases and awards made pursuant to section II.J.1 that exceed the amount set forth in Board Policy 7.41. As required by section 1001.42(10)(j), F.S., the District shall receive and give consideration to the prices available under rules of the Florida Department of Management Services, Division of Purchasing. The District may use prices established by the Division of Purchasing through the state purchasing agreement price schedule.

~~2. Awards in excess of the amount set forth in School Board Policy 7.41 require Board approval, except (1) all commodity products and (2) purchases made pursuant to section II.J.1. Commodity products are defined as normal, routine items used in the routine operation of the district. The Superintendent shall furnish the Board monthly a report that includes purchases not requiring Board approval, to include (1) commodity products that exceed the amount as set forth in School Board Policy 7.41 and (2) purchases and awards made pursuant to section II J.1 that exceeds the amount as set forth in School Board Policy 7.41. As required by Section 1001.42(10) (j), F.S., the District shall receive and give consideration to the prices available to it under rules of the State of Florida Department of Management Services, Division of Purchasing. The District may use prices established by the Division of Purchasing through its state purchasing agreement price schedule.~~

3. The District shall have the option to purchase under the current contracts as may be established for any of the public agencies as authorized by law to make purchases for the benefit of other governmental agencies at or below the unit price stated therein, if such purchase is to the economic advantage of the District subject to conformance of the items of purchase to the standards and specifications prescribed by the Superintendent.

C. Formal Sealed Bidding

~~1. Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding $50,000. Purchases of commodities or contractual services may not be divided to avoid this monetary threshold requirement.~~1. Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding fifty thousand dollars (50,000). Purchases of commodities or contractual services may not be divided to avoid this threshold or any applicable approval requirement.

~~1. Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding $50,000. Purchases of commodities or contractual services may not be divided to avoid this monetary threshold requirement.~~

2. Invitation for Bids - An Invitation for Bids shall be issued and shall include a purchase description and any contractual terms and conditions applicable to the procurement known at the time the Invitation for Bids is issued.

3. Public Notice - Public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper for a reasonable time prior to bid opening.

4. Bid Opening - Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.

5. Bid Acceptance and Bid Evaluation - Bids shall be accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids. Depending on the type of bid, criteria may be included to determine

acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs, or other factors. The Invitation for Bids shall set forth the evaluation criteria to be used.

~~6. Correction or Withdrawal of Bids - Correction or withdrawal of inadvertently erroneous bids may be permitted before opening. After bid opening, no changes in bid prices or other provisions of bids to the interest of the Board or fair competition shall be permitted. This shall not preclude negotiation with a bidder which is authorized by Statute or State Requirements for Educational Facilities. After an award is made, the award may be canceled by the Director of Purchasing or the Board whichever made the award pursuant to provisions herein, when deemed to be in the best interests of Duval County Public Schools pursuant to established procedures.~~6. Correction or Withdrawal of Bids - Correction or withdrawal of inadvertently erroneous bids may be permitted before opening. After bid opening, no changes in bid prices or other provisions of bids to the detriment of the District's interest or fair competition shall be permitted. This shall not preclude negotiation with a bidder as authorized by statute or the State Requirements for Educational Facilities. After an award is made, the award may be canceled by the Director of Purchasing or the Board, whichever made the award pursuant to this policy, when deemed to be in the best interests of the District pursuant to established procedures.

~~6. Correction or Withdrawal of Bids - Correction or withdrawal of inadvertently erroneous bids may be permitted before opening. After bid opening, no changes in bid prices or other provisions of bids to the interest of the Board or fair competition shall be permitted. This shall not preclude negotiation with a bidder which is authorized by Statute or State Requirements for Educational Facilities. After an award is made, the award may be canceled by the Director of Purchasing or the Board whichever made the award pursuant to provisions herein, when deemed to be in the best interests of Duval County Public Schools pursuant to established procedures.~~

~~7. Waiver of Technicalities -Duval County Public Schools reserves the right to waive any and all irregularities which do not provide unfair advantage to bidders or proposers and to solicit and evaluate exceptions to all bids and proposals submitted under this policy.~~7. Waiver of Technicalities - The District reserves the right to waive any and all irregularities that do not provide an unfair advantage to bidders or proposers and to solicit and evaluate exceptions to all bids and proposals submitted under this policy.

~~7. Waiver of Technicalities -Duval County Public Schools reserves the right to waive any and all irregularities which do not provide unfair advantage to bidders or proposers and to solicit and evaluate exceptions to all bids and proposals submitted under this policy.~~

~~8. Bonds - Bid security may be required for competitive sealed bids. When required, bid security shall be a bond provided by a surety company authorized to do business in the state of Florida, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Duval County Public Schools. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a nonsubstantial manner with the security requirements. Performance bonds may be required for contracts awarded in excess of established amounts. A performance bond must be delivered to the Duval County Public~~

~~Schools that is satisfactory to Duval County Public Schools, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Duval County Public Schools, in an amount equal to 100% of the price specified in the contract. Payment bonds may be required for contracts awarded in excess of established amounts. A payment bond must be delivered to the Duval County Public Schools that is satisfactory to the Duval County Public Schools, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Duval County Public Schools, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to one hundred percent (100%) of the price specified in the contract.~~8. Bonds - Bid security may be required for competitive sealed bids. When required, bid security shall be a bond provided by a surety company authorized to do business in the State of Florida, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a nonsubstantial manner with the security requirements. Performance bonds may be required for contracts awarded in excess of established amounts. A performance bond must be delivered to the District, be satisfactory to the District, and be executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the District, in an amount equal to 100% of the price specified in the contract. Payment bonds may be required for contracts awarded in excess of established amounts. A payment bond must be delivered to the District, be satisfactory to the District, and be executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the District, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

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9. Award - In acceptance of responses to invitations to bid, the District may accept the proposal of the lowest responsive, responsible proposer. In the alternative, the District may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by the District during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.

10. Multi-step Sealed Bidding - When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

D. Formal Sealed Proposals

~~1. Conditions for Use -When the amount of the procurement exceeds an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education and the Director of Purchasing or an officer above the level of the Director of Purchasing determines in writing that the use of formal sealed bidding is either not practicable or not advantageous to the Duval County Public Schools, a contract may be entered into by formal sealed proposals.~~1. Conditions for Use - When the amount of the procurement exceeds an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education and the Director of Purchasing or an officer above the level of the Director of Purchasing determines in writing that the use of formal sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by formal sealed proposals.

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2. Request for Proposals - Proposals shall be solicited through a Request for Proposals.

3. Public Notice -Public notice of the Request for Proposals shall be given in the same manner as provided in Section II.C.3., Formal Sealed Bidding, Public Notice.

4. Receipt of Proposals -Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A Register of Proposals shall be prepared and shall be open for public inspection after contract award.

5. Evaluation Factors -The Request for Proposals shall state the ~~relative importance~~ relative importance of price and other evaluation factors including Office of Economic Opportunity ~~Minority Business Enterprise~~ participation.

6. Discussion with Responsible Offerors and Revisions to Proposals - As provided in the Request for Proposals, discussions may be ~~conducted with~~conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

7. Award - In acceptance of responses to requests for proposals, the District may award contracts to one or more responsive, responsible proposers in accordance with the selection criteria published in the request for proposal. The District is not required to request proposals for purchases made from contracts of the State of Florida Department of Management Services.

~~8. Ex Parte Communication - Any Board Member, the Superintendent, evaluation committee member, or any Board employee is prohibited from having any communications concerning a solicitation for a competitive procurement after the Purchasing Department releases the solicitation to the general public. This "cone of silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded. All communications regarding solicitations shall be directed to the Purchasing Department.Communications are permissible when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the district's existing contract(s) for the materials or services addressed in the solicitation (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the Duval County School Board).~~8. Ex Parte Communication - Any Board member, the Superintendent, an evaluation committee member, or any District employee is prohibited from having any communications concerning a solicitation for a competitive procurement after the Purchasing Department releases the solicitation to the general public. This "cone of silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded. All communications regarding solicitations shall be directed to the Purchasing Department. Communications are permissible when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in the solicitation; however, in no event shall any existing vendor intending to submit a bid initiate communications to any member of the Board.

~~8. Ex Parte Communication - Any Board Member, the Superintendent, evaluation committee member, or any Board employee is prohibited from having any communications concerning a solicitation for a competitive procurement after the Purchasing Department releases the solicitation to the general public. This "cone of silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded. All communications regarding solicitations shall be directed to the Purchasing Department.Communications are permissible when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the district's existing contract(s) for the materials or services addressed~~

~~in the solicitation (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the Duval County School Board).~~

~~E. Selection of Design and Construction Professional Services. When it is determined that the School Board may need to contract for the professional services of an architect, professional engineer, registered land surveyor, Design-Build, Construction Management or Program Management firm, such services shall be procured in a manner consistent with Section 287.055 F.S. Consultants' Competitive Negotiation Act and Section 1013.45 F.S. The Superintendent shall develop procedures for the selection of professional services.~~E. Selection of Design and Construction Professional Services. When it is determined that the District may need to contract for the professional services of an architect, professional engineer, registered land surveyor, design-build firm, construction management firm, or program management firm, such services shall be procured in a manner consistent with section 287.055, F.S., the Consultants' Competitive Negotiation Act, and section 1013.45, F.S. The Superintendent shall develop procedures for the selection of professional services.

~~E. Selection of Design and Construction Professional Services. When it is determined that the School Board may need to contract for the professional services of an architect, professional engineer, registered land surveyor, Design-Build, Construction Management or Program Management firm, such services shall be procured in a manner consistent with Section 287.055 F.S. Consultants' Competitive Negotiation Act and Section 1013.45 F.S. The Superintendent shall develop procedures for the selection of professional services.~~

~~1. Contracts - Any contract entered into by the School Board for professional services, as provided herein, shall include a prohibition against contingent fees.~~1. Contracts - Any contract entered into by the District for professional services, as provided herein, shall include a prohibition against contingent fees.

~~1. Contracts - Any contract entered into by the School Board for professional services, as provided herein, shall include a prohibition against contingent fees.~~

2. The Superintendent or designee may authorize outside consultants to provide professional reviews, assistance or training.

3. Full or part-time employees of the Board shall not contract for additional service to the Board as consultants.

F. Change Orders

~~1. Non-Construction - Any change orders (non-construction) or amendments that are less than 3% of the Board approved costs or $50,000, whichever is greater, can be approved by the Superintendent or designee. All other change orders shall be presented to the School Board for approval.~~1. Non-Construction - Any non-construction change order or amendment that is less than three percent (3%) of the Board-approved cost or fifty thousand dollars (50,000), whichever is greater, may be approved by the Superintendent or designee. Any non-construction change order or amendment at or above that threshold, or otherwise requiring Board approval under this policy, shall be presented to the Board for approval.

~~1. Non-Construction - Any change orders (non-construction) or amendments that are less than 3% of the Board approved costs or $50,000, whichever is greater, can be approved by the~~

~~Superintendent or designee. All other change orders shall be presented to the School Board for approval.~~

2. Construction

~~a. Amendments – All amendments shall be submitted for legal review and may receive School Board approval thereafter.~~a. Amendments – All amendments shall be submitted for legal review. Amendments that require Board approval under this policy or other applicable Board policy shall be presented to the Board for approval; all other amendments may be approved by the Superintendent or designee as authorized by policy.

~~a. Amendments – All amendments shall be submitted for legal review and may receive School Board approval thereafter.~~

b. Change Orders (Construction) – All construction contract change orders shall be prepared in accordance with SREF and processed in compliance with § 218.755, Florida Statutes, which requires that conforming contractor price quotes be approved or denied in writing within 35 days. The Superintendent or designee shall be authorized to approve change orders to construction contracts in the name of the School Board in order to expedite work in progress and ensure compliance with statutory deadlines. Such change orders shall be reported to the School Board at the next regular or special School Board meeting.

G. Informal Procurements. Any procurement not exceeding an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education shall be made in accordance with informal procurement procedures developed by the Director of Purchasing. Procurement requirements shall not be artificially divided so as to constitute an informal procurement under this section. Any procurement in an amount less than an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education but greater than $5,000 shall require the solicitation of at least three (3) written quotations. Any procurement in an amount less than $5,000 may require solicitation of written or verbal quotations at the discretion of the Director of Purchasing or designee.

~~H. Sole Source Procurements. A contract may be awarded for a supply or service without competition when the Director of Purchasing, or a designee, determines in writing that there is only one source for the required supply or service. This method of procurement involves no competition and should be utilized only when justified and necessary to serve the needs of the Duval County Public Schools. The power to authorize a sole source award is limited to the Director of Purchasing or designees. The purpose in specifying these officials is to reflect an intent that such determinations will be made at a high level.~~H. Sole Source Procurements. A contract may be awarded for a supply or service without competition when the Director of Purchasing, or a designee, determines in writing that there is only one source for the required supply or service. This method of procurement involves no competition and should be utilized only when justified and necessary to serve the needs of the District. The power to authorize a sole-source determination is limited to the Director of Purchasing or designee, subject to any otherwise applicable approval requirement. The purpose in specifying these officials is to reflect an intent that such determinations will be made at a high level.

~~H. Sole Source Procurements. A contract may be awarded for a supply or service without competition when the Director of Purchasing, or a designee, determines in writing that there is only one source for the required supply or service. This method of procurement involves no competition and should be utilized only when justified and necessary to serve the needs of the Duval County Public Schools. The power to authorize a sole source award is limited to the Director of Purchasing or designees. The purpose in specifying these officials is to reflect an intent that such determinations will be made at a high level.~~

I. Emergency Procurements. The District may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the Superintendent or designee determines that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent or designee makes such a determination, the District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Superintendent or designee determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

J. Florida Administrative Purchasing Policies. The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by section 1010.04(4) (a), F.S., for:

1. Purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. When the proposer awarded a contract by another entity defined herein will permit purchases by the district at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district.

2. The purchase by the district of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

3. The purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDS, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

4. When acquiring, whether by purchase, lease, with option to purchase, rental or otherwise, information technology, as defined in Section 282.0041(14), F.S., may make any acquisitions

through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District.

5. Except as otherwise required by statute, when purchasing insurance, entering risk management programs, or contracting with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.

6. A contract for commodities or contractual services may be awarded without competitive solicitations if state or federal law, a grant or federal agency contract prescribes with whom the District must contract or if the rate of payment is established during the appropriations process.

7. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations. Purchases made pursuant to exemptions from competitive solicitations shall follow procedures as established by the Purchasing Department.

K. Other Procurements

~~1. Pool Purchases. The Superintendent or designee may purchase school buses, equipment, and related contractual needs and supplies through the pool-purchase provisions of section 1006.27, F.S.~~1. Pool Purchases. The Superintendent or designee may purchase school buses, equipment, and related contractual needs and supplies through the pool-purchase provisions of section 1006.27, F.S., subject to any otherwise applicable Board approval requirement.

~~1. Pool Purchases. The Superintendent or designee may purchase school buses, equipment, and related contractual needs and supplies through the pool-purchase provisions of section 1006.27, F.S.~~

2. Purchasing Consortium. The District may enter into interlocal agreements as provided in section 163.01, F.S., to establish school district consortium and maximize purchasing power for commodities and contractual services. A consortium may be nationwide, statewide, or regional as appropriate to achieve the lowest cost.

3. Purchasing Card. The Superintendent or designee may utilize procurement cards, to purchase commodities and contractual services as deemed to be in the best interest of the District and consistent with School Board Policy. Selected staff will be eligible to use a purchasing card upon approval by the Superintendent or designee of the prospective user's signed Purchasing Card Application and Cardholder Acceptance Guidelines Form, which contain the appropriate-use standards and procedures. Each user shall acknowledge, by signing the Acceptance Form that the user must reimburse the District for any misuse of the purchasing card and that a violation of those standards and procedures will be cause for discipline up to and including termination.

~~4. Advance Payments. - To ensure adequate protection to the District that goods and contractual services will be provided, advanced payment for goods and contractual services is discouraged. With adequate safeguards, however, the District may approve advance payments for contracts requiring School Board approval; the Superintendent or designee may approve advance payments for contracts requiring his/her approval; and the Director of Purchasing may approve advance payments for all other contracts, as follows:~~4. Advance Payments - To ensure adequate protection to the District that goods and contractual services will be provided, advance

payment for goods and contractual services is discouraged. With adequate safeguards, however, the Board may approve advance payments for contracts requiring Board approval; the Superintendent or designee may approve advance payments for contracts within the Superintendent's delegated authority; and the Director of Purchasing may approve advance payments for all other contracts within the Director's authority, as follows:

~~4. Advance Payments. - To ensure adequate protection to the District that goods and contractual services will be provided, advanced payment for goods and contractual services is discouraged. With adequate safeguards, however, the District may approve advance payments for contracts requiring School Board approval; the Superintendent or designee may approve advance payments for contracts requiring his/her approval; and the Director of Purchasing may approve advance payments for all other contracts, as follows:~~

a. for maintenance agreements, software license agreements, subscriptions, contracts to reserve space, contractor mobilization expenses and certain other commodities, when advance payment will result in a savings to the District equal to or greater than the amount the District would earn by investing the funds and paying in arrears, or where those items are essential to the operation of the District and are available only if advance payment is made; or

b. in accordance with certain employee travel expenses.

~~L. Cancellation or Rejection of Invitations for Bids and Requests for Proposal. An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled. Portions of any or all bids or proposals may be rejected in whole or in part when it is in the best interests of the Duval County Public Schools.~~L. Cancellation or Rejection of Invitations for Bids and Requests for Proposals. An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled. Portions of any or all bids or proposals may be rejected in whole or in part when it is in the best interests of the District.

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M. Responsibility of Bidders and Offerors.Determination of Non-responsibility - A written determination of non- responsibility of a bidder or offeror shall be made in accordance with procedures. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non responsibility with respect to such bidder or offeror.

N. Prequalification of Suppliers. Prospective suppliers may be prequalified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include but shall not be limited to such prequalified suppliers. Prequalification is not a conclusive determination of responsibility, and a prequalified bidder or offeror may be rejected as non-responsible on the basis of subsequently discovered information. Similarly, a prior failure to prequalify will not bar a subsequent determination that a bidder or offeror is responsible with respect to any given procurement.

O. Cost or Pricing Data Certification. Contractor Certification - A contractor shall, when requested to do so, submit cost or pricing data and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually determined specified date prior to the date of the following:

1. the pricing of any contract awarded by competitive sealed proposals (Section II.D.) or pursuant to the sole source procurement authority (Section II.H.) where the total contract price is expected to exceed an established amount; and

2. the pricing of any change order or contract modification which is expected to exceed an established amount.

P. Types of Contracts. Subject to the limitations of this section, any type of contract which will promote the best interests of the Duval County Public Schools may be used. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the Duval County Public Schools than any other type or that it is impracticable to obtain the supplies or services required except under such a contract.

Q. Multi-term Contracts

1. Specified Period

a. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Duval County Public Schools provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.

b. All Employee Benefit Programs such as Health and Life Insurance shall be competitively bid as required in section 112.08, F.S. Once competitively bid, subsequent contract renewal(s) may be negotiated and presented to the School Board for approval. Any plans for self-insurance or entering into a Risk Management consortium to provide such coverages must be presented to the School Board for approval and to the Department of Insurance.

2. Determination Prior to Use -Prior to the utilization of a multi-term contract, it shall be determined in writing

a. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

b. that such a contract will serve the best interests of the Duval County Public Schools by encouraging effective competition or otherwise promoting economies in the Duval County Public Schools procurement.

3. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods -When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

R. Rebids

1. The requirements for requesting competitive solicitations and making purchases for commodities and contractual services as set forth in this section are hereby waived, as authorized by section 1010.04(4)(a), F.S. when the following conditions have been met:

a. Competitive solicitations have been requested in the manner prescribed by this policy, and

b. The District has made a finding that no valid or acceptable firm bid has been received within the prescribed time.

2. When such a finding has been officially made, the School Board may enter into negotiations with suppliers of such commodities and contractual services and shall have the authority to execute contracts with such suppliers under whatever terms and conditions as the District determines to be in its best interest.

3. If less than two responsive proposals for commodity or contractual services are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of resoliciting proposals.

~~S. Rejection of Bids - The Superintendent or designee shall have the authority to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized.~~S. Rejection of Bids and Proposals - The Superintendent or designee shall have the authority to reject any or all responses submitted in response to a competitive solicitation and request new responses or procure the required commodities or contractual services in any other manner authorized by law and policy.

~~S. Rejection of Bids - The Superintendent or designee shall have the authority to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized.~~

T. Tie Bids - In the bidding process, when identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. cash discounts offered for payments of thirty (30) days or longer;

2. a vendor that is a certified minority / ~~vendor~~ small business by Duval County ~~Public Schools~~Public Schools Office of Economic Opportunity;

3. a vendor that is located in Duval County, Florida;

4. a vendor that is located in the State of Florida;

5. a business that certifies that it has implemented a drug-free workplace program in accordance with the provisions of 287.087, F.S.;

6. a coin toss by the Director of Purchasing or designee shall be held ~~at the~~at the location where the bids were opened. The tie low bid vendors ~~will be~~will be invited to be present as witnesses.

U. Check Requests - A check request may be used when a purchase order is not required for items exempt from bidding as designated by ~~the Superintendent~~the Superintendent or State Board of Education rules. Payments for bid ~~exempt items~~exempt items may be, but are not limited to, copyrighted materials, legal advertisements, memberships, professional services, payroll, transfers, registrations, withholdings, taxes, investments, postage, judgments, penalties, insurance, licenses, advance lodging, and utility bills.

V. Unauthorized Purchases - An unauthorized purchase occurs anytime goods or services are received prior to a purchase order being issued. ~~Any employee~~Any employee making an unauthorized purchase shall be subject to ~~appropriate discipline~~appropriate discipline. All unauthorized purchases shall be reported to the ~~appropriate supervisor~~appropriate supervisor. A purchase ordered or contract or sales transaction made contrary to the provisions hereof shall be null and void unless and ~~until accepted~~until accepted by the Superintendent or designee.

W. Right to Inspect Plant of Place of Business - The Duval County Public Schools may, at reasonable times, inspect the part of the plant or place ~~of business~~of business of a contractor, subcontractor, or supplies which is related to the performance of any contract awarded or to be awarded by the Duval County Public Schools.

X. Right to Audit Records

1. Audit of Cost or Pricing Data - The Duval County Public Schools may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to section II.L. Cost or Pricing Data certification, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

2. Contract Audit - The Duval County Public Schools shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.

Y. Finality of Determinations - The determinations required by previous sections are final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.

Z. Reporting of Anticompetitive Practices - When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the appropriate law enforcement agency.

AA. Retention of Procurement Records - All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules.

III. **Specifications**

A. Definitions of Terms Used in this Section - Before making any purchase of commodities or contractual services which the Superintendent or designee is authorized to make or before recommending any purchase to the School Board, the Superintendent or designee shall, insofar as possible, propose standards and specifications. With the exception of purchases made in accordance with section II.J.1, he or she shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

~~B. Duties of the Director of Purchasing - The Director of Purchasing or designee shall prepare, issue, revise, maintain, and monitor the use of specifications for supplies, services, and construction required by the Duval County School Board.~~B. Duties of the Director of Purchasing - The Director of Purchasing or designee shall prepare, issue, revise, maintain, and monitor the use of specifications for supplies, services, and construction required by the District.

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C. Duties of the Purchasing Department - Primary responsibility of proper specification preparation is centralized in the Purchasing Department. Such centralization will enhance the Board's capabilities to produce, maintain, and revise specifications effectively to ensure that they are cogent and current.

~~D. Specifications Prepared by Design Professionals -The Board may retain design professionals to prepare specifications on projects which shall be consistent with other policies and procedures of the Board.~~D. Specifications Prepared by Design Professionals - The District may retain design professionals to prepare specifications for projects, which shall be consistent with other Board policies and District procedures.

~~D. Specifications Prepared by Design Professionals -The Board may retain design professionals to prepare specifications on projects which shall be consistent with other policies and procedures of the Board.~~

E. All specifications for additions, modifications, and alterations to School Board properties shall conform with the State Requirements for Educational Facilities (SREF) and the laws of the State of Florida.

IV. **Modification and Termination of Contracts for Supplies and Services**

A. Contract Clauses - Contracts may include clauses providing for adjustments in prices, time of performance, or other contract provisions including:

~~1. the unilateral right of the Duval County School Board to order in writing:~~1. the unilateral right of the District to order in writing:

~~1. the unilateral right of the Duval County School Board to order in writing:~~

a. changes in the work within the scope of the contract; and

b. temporary stopping of the work or delaying performance; and

2. Variations occurring between estimated quantities in a contract and actual quantities.

B. Price Adjustments

1. Adjustments in price pursuant to clauses promulgated under Subsection A. of this Section shall be computed in one or more of the following ways:

a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

b. by unit prices specified in the contract or subsequently agreed upon;

c. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

d. in such other manner as the contracting parties may mutually agree; or

~~e. in the absence of agreement by the parties, by a unilateral determination by the Duval County School Board of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the Duval County School Board subject to the provisions of Section V, Legal and Contractual Remedies.~~e. in the absence of agreement by the parties, by a unilateral determination by the District of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all as computed by the District subject to the provisions of Section V, Legal and Contractual Remedies.

~~e. in the absence of agreement by the parties, by a unilateral determination by the Duval County School Board of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the Duval County School Board subject to the provisions of Section V, Legal and Contractual Remedies.~~

C. Additional Contract Clauses

1. Procedures may be promulgated including, but not limited to, procedures permitting or requiring the inclusion in Board contracts of clauses providing for appropriate remedies and covering, but not limited to, the following subjects:

a. liquidated damages as appropriate;

b. specified excuses for delay or nonperformance;

c. termination of the contract for default; and

d. termination of the contract in whole or in part for the convenience of the Board.

~~e. In order to promote efficient use of resources in support of the District's Strategic Plan, it is the policy of the School Board that directly negotiated contracted services authorized by Board Policy 7.41 shall not be brokered. Specifically, the contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by a subcontractor.~~e. In order to promote efficient use of resources in support of the District's Strategic Plan, it is the policy of the Board that directly negotiated contracted services authorized by Board Policy 7.41 shall not be brokered. Specifically, the contractor must perform

at least fifty percent (50%) of the services to be provided to the District rather than having those services provided by a subcontractor.

~~e. In order to promote efficient use of resources in support of the District's Strategic Plan, it is the policy of the School Board that directly negotiated contracted services authorized by Board Policy 7.41 shall not be brokered. Specifically, the contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by a subcontractor.~~

D. Modification of Clauses - The Director of Purchasing may vary the clauses promulgated under Subsection A. and Subsection C. of this Section for inclusion in any particular Board contract; provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.

V. **Protests Arising From The Contract Solicitation or Award Process**

A. This section implements section 120.57(3), Florida Statutes and Chapter 28- 110, Florida Administrative Code.

1. School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision or Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means the noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2. Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice

of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

3. Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

a. state with particularity the facts and law upon which the protest is based;

b. contain all the information specified in Rule 28- 106.201(2), Florida Administrative Code and Rule 28- 106.301(2), Florida Administrative Code; and

c. be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "The School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files an action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to “The School Board of Duval County, Florida” in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

a. The School District shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the School District administrative office is closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

b. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

c. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or $5,000, whichever is greater.

a. Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

b. Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

c. Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and holidays when the school district's administrative offices are closed) after receipt of the formal written protest; and

i. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

ii. if there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

d. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

i. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

ii. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

B. Authority for Contractor Discipline, Suspension, and Debarment

~~B. **Authority to Debar or Suspend**~~

Contractors and affiliates may be suspended, otherwise disciplined, or debarred from doing business with the District. Suspension and debarment are serious sanctions that may be imposed only when they are in the District's best interest and necessary to protect the public and the integrity of the District's procurement process.

1. Definitions. For purposes of this subsection:

a. *Affiliate* means a business, organization, or individual that directly or indirectly controls, is controlled by, or is under common control with another. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, common use of employees, or a business entity organized following debarment or suspension with substantially the same management, ownership, or principal employees as the disciplined contractor.

b. *Contractor* means an individual or legal entity that submits an offer for, is awarded, or reasonably may be expected to submit an offer for, or be awarded, directly or indirectly, a District contract for construction or procurement of goods or services, including professional services, or that conducts business, or reasonably may be expected to conduct business, with the District as an agent, surety, representative, or subcontractor of another contractor. "Vendor" and "consultant" have the same meaning as "contractor."

c. *Contractor Disciplinary Review Committee* ("CDRC") means the committee established by the Superintendent to review contractor performance and responsibility issues and to recommend disciplinary action, including suspension, debarment, reinstatement, reduction of sanction periods, and other appropriate measures. The CDRC shall operate in accordance with administrative procedures developed by the Superintendent in consultation with the Office of General Counsel.

d. *Debarment* means the exclusion of a contractor from District contracting and District-approved subcontracting for a reasonable, specified period, not to exceed the period otherwise permitted by law or Board policy.

e. *Suspension* means the temporary exclusion of a contractor from contracting or subcontracting with the District for a reasonable period pending further review or final action.

f. *Subcontractor means* an independent individual or business hired by a general (or prime) contractor to perform specific, specialized tasks as part of a larger project.

2. Contractor Disciplinary Review Committee. The Superintendent may convene the CDRC as necessary to review contractor issues involving responsibility, performance, integrity, eligibility, suspension, debarment, reinstatement, or other disciplinary action. The CDRC shall make recommendations to the Superintendent, who may impose suspension, debarment, reinstatement, reduction of sanction periods, or other appropriate disciplinary action in accordance with administrative procedures. All members of the CDRC must disclose any actual or potential conflicts of interest and shall not participate in any matter in which such a conflict exists.

The Superintendent, in consultation with the Office of General Counsel and the Purchasing Department, shall develop administrative procedures for the CDRC that are consistent with applicable law and Board policy. Such procedures shall, at a minimum, address grounds for sanctions, notice requirements, timelines, an opportunity for the contractor to respond, recommended sanction periods, reinstatement standards, reduction of sanction periods, review of affiliate involvement, and maintenance of records concerning disciplined contractors.

At a minimum, the CDRC may recommend: (a) suspension of a contractor; (b) reinstatement of a contractor previously suspended or debarred; (c) debarment of a contractor; (d) reduction of a previously imposed sanction period; and (e) such other disciplinary measures as may be authorized by administrative procedures.

3. Grounds for Suspension or Debarment. Causes for suspension, debarment, or other contractor discipline include, but are not limited to: conviction of a criminal offense in connection with obtaining or performing a public or private contract or subcontract; conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty; conviction under state or federal antitrust statutes arising out of bid or proposal submission; deliberate failure without good cause to perform in accordance with specifications or within the time required by contract; a recent record of failure to perform or unsatisfactory performance; debarment or suspension by another governmental entity; or any other cause the District determines to be so serious and compelling as to affect responsibility as a District contractor.

4. Notice, Review, and Decision. Before a contractor is debarred, the contractor shall be provided reasonable notice of the proposed action and a reasonable opportunity to be heard in accordance with administrative procedures. The Superintendent may impose a temporary suspension when probable cause exists for debarment or when immediate action is necessary to protect the District's interests pending completion of the review process. The CDRC shall review the matter and make a recommendation to the Superintendent. Final action on suspension, debarment, reinstatement, reduction of sanction periods, or other discipline shall be taken by the Superintendent in accordance with administrative procedures. The administrative procedures shall provide a method for Board review of a Superintendent decision upon a contractor's timely written request. Written notice of the final action taken shall be furnished to the contractor and shall state the reasons for the action and the period of the sanction.

5. Effect of Sanctions. During the period of suspension, debarment, or other imposed discipline, a contractor may not do business with the District, receive a new award, or serve as a subcontractor on District work, except with specific written authorization of the Superintendent when necessary to avoid an immediate and present danger to public health, safety, welfare, or substantial District interests. Existing contracts may provide that suspension or debarment constitutes grounds for termination, nonrenewal, or nonextension. The District may also extend discipline, where appropriate and supported by the record, to affiliates and to organizational components or controlling persons associated with the disciplined contractor.

6. Suspended and Debarred Contractors List. The Purchasing Department, in consultation with the Office of General Counsel, shall maintain and disseminate information regarding contractors who have been suspended, debarred, revoked, or otherwise disciplined under this policy or applicable procedures.

~~1. Authority - After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Board shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. The Director of Purchasing shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three months. The authority to debar shall be exercised in accordance with procedures.~~

~~2. Causes for Debarment or Suspension -The causes for debarment or suspension include the following:~~

~~a. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;~~

~~b. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Duval County Public Schools contractor;~~

~~c. conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;~~

~~d. violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:~~

~~1. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or~~

~~2. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;~~

~~e. any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a Duval County Public Schools contractor, including debarment by another governmental entity for any cause.~~

~~3. Decision - The Director of Purchasing shall make a recommendation to the Superintendent to debar or suspend. The Board shall approve, reject, or modify this recommendation at a public meeting. The suspended or debarred person may appeal this action to the School Board at a public meeting.~~

~~4. Notice of Decision - A notice of the action taken by the Board under Subsection 3. of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening. This notice shall include:~~

~~a. the reasons for the action taken; and~~

~~b. the length of time of the debarment.~~

C. **Applicability of this Part.** The provisions of this part apply where it is determined administratively, or upon administrative or judicial review, that a solicitation or award of a contract is in violation of law.

D. **Remedies Prior to an Award.** If prior to award it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be canceled or revised to comply with the law.

E. **Remedies After an Award.** If after an award it is determined that a solicitation or award of a contract is in violation of the law, then:

~~1. if the person awarded the contract has not acted fraudulently or in bad faith, the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Duval County Public Schools;~~1. if the person awarded the contract has not acted fraudulently or in bad faith, the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the District;

~~1. if the person awarded the contract has not acted fraudulently or in bad faith, the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Duval County Public Schools;~~

2. if the person awarded the contract has acted fraudulently or in bad faith, then:

a. the contract may be declared null and void; or

~~b. the contract may be ratified and affirmed if such action is in the best interests of the Duval County Public Schools, without prejudice to the Duval County Public Schools' rights to such damages as may be appropriate.~~b. the contract may be ratified and affirmed if such action is in the best interests of the District, without prejudice to the District's rights to such damages as may be appropriate.

~~b. the contract may be ratified and affirmed if such action is in the best interests of the Duval County Public Schools, without prejudice to the Duval County Public Schools' rights to such damages as may be appropriate.~~

c. Effective Date

This section, Authority for Contractor Discipline, Suspension, and Debarment, takes effect July 1, 2026, for all vendors that enter into contracts with the District on or after that date. For existing vendors, these provisions take effect upon renewal and will be incorporated, to the extent possible, into any new or amended agreements.

STATUTORY AUTHORITY: 1001.41, 1001.42, 218.755, F.S. **LAW(S) IMPLEMENTED:** 112.312, 120.57, 212.0821, 255.04, 274.02, 287.017, 287.057, 287.133, 1001.43, 1010.01, 1010.04, 1013.47, F.S. **STATE BOARD OF EDUCATION RULE(S):** 6A-1.012, 6A-1.085, 6A-1.087 **HISTORY: ADOPTED:** December 15, 1998 **REVISION DATE(S):** 04/05/22; 12/07/21; 12/08/14; 10/02/12; 09/07/10; 11/10/08; 11/04/03; 11/04/25,08/03/26

~~**STATUTORY AUTHORITY:** 1001.41, 1001.42, 218.755, F.S. **LAW(S) IMPLEMENTED:** 112.312, 120.57, 212.0821, 255.04, 274.02, 287.017, 287.057, 1001.43, 1010.01, 1010.04, 1013.47, F.S. **STATE BOARD OF EDUCATION RULE(S):** 6A-1.012, 6A-1.085, 6A-1.087 **HISTORY: ADOPTED:** December 15, 1998 **REVISION DATE(S):** 04/05/22; 12/07/21; 12/08/14; 10/02/12; 09/07/10; 11/10/08; 11/04/03; 11/04/25~~

DUVAL COUNTY SCHOOL BOARD
CHAPTER 9: SCHOOL COMMUNITY RELATIONS & INTERLOCAL AGREEMENTS

9.14 DIRECT SUPPORT ORGANIZATIONS

I. ~~The School Board recognizes direct-support organizations to assist the District in achieving excellence by providing supplemental resources from private gifts and bequests and valuable education support services. School Board direct-support organizations are authorized to use School Board property, facilities and personal services as determined annually by the School Board to operate the direct-support organization.~~Establishment of Direct Support Organization
The School Board believes that direct support organizations provide invaluable assistance to the students of this District and its programs. For purposes of this policy, a "direct-support organization" is an organization that meets the following criteria:

1. ~~a.~~ it is approved by the School Board;
2. ~~b.~~ it is a Florida corporation not for profit, incorporated under the provisions of Chapter 617 and approved by the Department of State; and
3. ~~c.~~ it is organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of public kindergarten through 12th-grade education and adult career and technical and community education programs in this District; and
4. ~~d.~~ its board of directors is approved by the School Board.

The Board may approve agreements with direct-support organizations that meet the criteria listed above. Direct-support organizations must submit their applications directly to the Superintendent. If the Superintendent determines that the proposed DSO meets the criteria listed above, the application must be submitted to the Board for approval.

II. District Role in Direct Support Organizations
The use of property, facilities, and personal services of the District by the DSO is permitted, subject to provisions of Florida law and Board policies.

1. ~~The annual financial statements; and~~The Board authorizes specific personnel to be assigned by the Superintendent to provide staff support, participate and assist in fund-raising activities as part of their official duties in furtherance of the purposes outlined in I.c. above. Additionally, the Board may contract with a DSO for personal services or operations. However, a retiree of the Florida Retirement System ("FRS") must first satisfy the requirements for termination from employment provided in F.S. 121.021 before providing such services or operations for an FRS employer and is subject to reemployment limitations provided in F.S. 121.091.

2. The annual audit report, including a management letter, which shall be conducted pursuant to section 1001.453, Florida Statutes, and State Board of Education rules. The audit report must maintain the information and identity of donors and prospective donors confidential and exempt from the provisions of section 119.07, Florida Statutes, as required by section 1001.453, Florida Statutes. District personnel are prohibited from serving as signers on DSO bank accounts unless they hold an officer position on the DSO that necessitates their need to serve as a signer.

III. Audit Requirements for Direct-Support Organization

1. The Board requires that each direct-support organization with more than $250,000.00 in annual expenditures or expenses provide for an annual audit of its accounts and records.

~~1. D. Funds obtained by a direct-support organization shall not be used for salary supplements except for an employee working directly for the direct-support organization including, but not limited to, an executive director or his/her staff.~~

2. Furthermore, the Board requires that each direct-support organization that is audited pursuant to this section submit an annual audit report no later than nine (9) months after the close of the fiscal year, that is June 30th, to the Board and the Auditor General.

3. ~~E. The executive director of a direct-support organization may be authorized to~~ An audit conducted pursuant to this policy must be performed by an independent certified public accountant in accordance with rules adopted pursuant to F.S. 11.45(8) by the Auditor General and Commissioner of Education. The audit report will maintain the anonymity of donors to the direct-support organization.

~~1. Collect and receipt monies directly into the organization's checking account; and~~

4. The Commissioner of Education, the Auditor General, and/or the Office of Program Policy Analysis and Government Accountability have the authority under State law to require and receive from the organization or the District auditor any records relative to the operation of an organization with more than $250,000.00 in annual expenditures or expenses. In submitting such information, however, the identity of donors and all information identifying donors or prospective donors are confidential and, therefore, exempt from the provisions of State law. Any other records of such direct-support organizations subject to an audit pursuant to this policy are public records under State law as well as the policies of this Board.

~~2. Counter-sign checks which are associated with the daily operations of the organization.The~~organization.

5. The Board may contract with a vendor for an annual financial audit of a direct-support organization.

~~F. The executive director of a direct-support organization shall be directly accountable to the School Board for his/her financial activities.~~

6. The Superintendent has the authority under this section of Board policy to require and receive from the DSO any records relative to the operation of the organization. In submitting such information, however, the identity of donors and all information identifying donors or prospective donors are confidential and, therefore, exempt from the provisions of State law. Any other records of such direct-support organizations subject to an audit pursuant to this policy are public records under State law as well as the policies of this Board.

~~G.~~ 7. Any direct-support organization shall comply with the requirements of Section 286.011, F.S., Government-in-the-Sunshine Law and Chapter 119, F.S. Public Records Law. The direct-support organization shall also submit to the Superintendent and the Board an annual report

indicating its goal(s), programs, and activities and/or bylaws within ninety (90) days of its adoption.

IV. Equal Employment Opportunities

The Board does not permit the use of property, facilities, or personal services by any DSO that does not provide equal employment opportunities consistent with Boad Policy 10.10 Anti-Discrimination and Harassment, and applicable State and Federal laws.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S. 1001.453, 11.45(8), 119.07(1) F.S. ~~1001.41, 1001.42, F.S.~~
LAW(S) IMPLEMENTED: 286.011, 1001.453, 1010.09, 1013.34, F.S.
STATE BOARD OF EDUCATION RULE(S): 6A-1.0013
ADOPTED: APRIL 1, 1997
REVISION DATE(S): NOVEMBER 10, 2008, APRIL 7, 2015, AUGUST 3, 2026
FORMERLY: KGA