

FILE 2834 – April 24, 2026

**DOING BUSINESS WITH ONE'S AGENCY**

**A TEACHER'S LIMITED LIABILITY COMPANY SELLING A PRODUCT TO HIS  
SCHOOL DISTRICT**

*To: Fredric Shernoff (Palm Beach County)*

**SUMMARY:**

A teacher's sale, through his limited liability company, of a product to his School District would not violate either part of Section 112.313(7)(a) as long as the teacher did not conduct work on his private company while on-the-clock as a public employee. The sale of his product to his School District would create a facial conflict of interest pursuant to the second provision of Section 112.313(3), Florida Statutes; however, where that teacher has no official duties regarding the procurement of his LLC's product, nor does he have official monitoring or reporting duties regarding the effectiveness of the product, Section 112.316, Florida Statutes, applies to negate the technical conflict. Additionally, were the teacher to donate the product to his School District or any other school within his School District, no prohibited conflict of interest would arise. Referenced are CEO 25-6; CEO 20-6; CEO 19-9; CEO 18-5; CEO 17-15; CEO 17-12; CEO 15-2; CEO 14-4; CEO 14-2; CEO 12-23; CEO 12-8; CEO 10-15; CEO 04-17.

## QUESTION 1:

May a teacher, through his limited liability company, sell a product to his School District without violating Section 112.313(3), Florida Statutes, and Section 112.313(7)(a), Florida Statutes, when he personally plays no official role in the procurement of his company's product?

This question is answered as follows.

You work full-time as a teacher at Jupiter High School, which is within the Palm Beach County School District. In your private capacity, you own Whitemarsh Games, LLC;<sup>1</sup> you are the LLC's sole owner and employee.

As a teacher, you noticed your school faced certain operational challenges, including a lack of accountability for student movement, no audit trail for hallway incidents, and no way to monitor bathroom occupancy. Through your LLC, on your own time and utilizing your own resources, you developed a cloud-based digital hall pass management software system called Aegis. You explain that Aegis is a web-based application that runs entirely in a browser, so neither teachers nor students need to download a program or create an account to use it. Instead, students can interact with the Aegis platform solely through school-provided kiosk devices, such as iPads or Chromebooks, using their District-issued student identification numbers. Likewise, teachers can log into Aegis using their existing, District-issued Google Workspace accounts.

You shared the Aegis platform with your school's administrators, who evaluated it alongside existing alternatives and determined the Aegis platform best addressed the school's

---

<sup>1</sup> Whitemarsh Games, LLC, does business as Aegis Education.

operational needs. The school's administration initiated the process to pilot the platform by submitting it through the District's Technology Clearinghouse Committee review process, but the District denied the application without a technical review, citing the District's Code of Ethics<sup>2</sup> and Section 112.313, Florida Statutes.

As a teacher, you note that if your school implemented<sup>3</sup> the Aegis platform, you would use it just as any other teacher within the school would. You also note that if your District or school implemented the program, you would not independently collect, retain, or use any school or student data for future commercial or marketing purposes; rather, you note that the platform's terms of service and privacy policy would explicitly state that all data remains the property of the school using it.

With these facts, you inquire whether a prohibited conflict of interest would be created if your LLC were to sell the Aegis platform to your School District for use at your own school. If the sale would create a conflict of interest, you ask whether the conflict would still exist if: (1) the software was provided at no cost during a pilot period where the District ultimately had no obligation to purchase it; (2) if a school administrator, rather than yourself, served as the internal sponsor of the application; and (3) whether any different structural arrangements might resolve any conflict, such as assigning intellectual property to the District or recusing yourself from any procurement decisions.

Relevant to your inquiry is Section 112.313(7)(a), which prohibits a public employee from having or holding employment or a contractual relationship that conflicts with his or her official duties:

---

<sup>2</sup> The Commission has no jurisdiction over District-specific ethics codes. We advise you to seek outside guidance regarding whether your LLC's sale of the Aegis platform's services violates the District's ethics code.

<sup>3</sup> After reaching out to the Commission for guidance, you advised that the District allowed your school, Jupiter High School, to begin implementing the Aegis platform for a pilot period at no cost.

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP—No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

The first provision of Section 112.313(7)(a) forbids a public officer or employee from being employed by, or having a contractual relationship with, a business entity that is either subject to the regulation of, or doing business with, his or her own agency. Pursuant to this provision, a conflict would arise if your LLC did business with—in other words, sold the use of the Aegis platform to—your agency. We have interpreted agency to mean the lowest departmental unit within which one's influence might reasonably be considered to extend. Your agency is Jupiter High School, rather than the entirety of the Palm Beach County School District. CEO 04-17. Because you believe any contract would be between your LLC and the District, rather than your agency (your school), such a contract would not violate the first provision of Section 112.313(7)(a).

The second provision of Section 112.313(7)(a) broadly prohibits a public officer or employee from holding any contractual relationship or employment that would create a continuing or frequently recurring conflict between one's private interests and the performance of one's public duties or that would impede the full and faithful discharge of one's public duties. Our longstanding precedent contemplates that your LLC's sale of the Aegis platform directly to students whom you teach or for whom you have official responsibilities or their parents would implicate this provision because your objectivity in your public capacity towards students who had purchased your product

might be undermined by your private business relationship. See CEO 25-6; 10-15; 12-23. But you note that neither students nor their parents will have to purchase or download anything to use the Aegis platform. For this reason, a prohibited conflict of interest is not created under the second part of Section 112.313(7)(a) by your students' mere use of the Aegis platform.

We have also found that there is a prohibited conflict of interest under the second part of Section 112.313(7)(a) when a public employee's official duties require objectivity that could be impeded by the potential of a private financial benefit. For example, in CEO 14-4, we determined the second part of Section 112.313(7)(a) prohibited a project manager with the Florida Department of Transportation from serving on a selection team that was considering a contract with his former employer where the former employer still held his pension funds. We reasoned that if the former employer was selected for the contract, the employee could receive an indirect financial benefit, which created a divergence between the employee's private interests and his public responsibility of objectivity. Similarly, here, if you had a public role in procuring the Aegis platform for either your school or the School District, or if you had a public role in the school's or School District's formal evaluation of the Aegis platform, a prohibited conflict under the second part of Section 112.313(7)(a) would be created because the potential financial gain to your LLC might tempt you to dishonor those public responsibilities.

However, you advise that, as a teacher, you have no public role in any procurement or purchasing decisions of either your school or the District. You also state that you would have no public role in the formal evaluation of the Aegis product, or any other similar cloud-based digital hall pass management software platform, either at your school or within the District as a whole. Where you, in your public capacity, are not involved in the purchasing decisions of your agency or political subdivision, your contractual relationship with your LLC does not create a temptation

to dishonor your public responsibilities even if the District does ultimately end up purchasing the Aegis platform and does not violate the second part of Section 112.313(7)(a).

Though the facts indicate your LLC's sale of the use of the Aegis platform to your District would not violate either provision of Section 112.313(7)(a), we find it prudent to caution you regarding the importance of maintaining separation between the two roles you will serve if the Aegis platform is implemented by Jupiter High School: you will be both an instructor at Jupiter High School and the creator and owner of the Aegis platform and your LLC. Specifically, you note that, during your working hours with the High School, you would be available to provide technical support and training regarding the Aegis platform because of your familiarity with the product. While you are on-duty in your public capacity as a teacher, you may both train your fellow colleagues regarding in the use of the Aegis platform and assist with any technological issues they might encounter with the program, as any knowledgeable coworker might do in any context. However, you may not conduct technical work on the Aegis program—such as debugging—or take actions to run your private LLC during your paid public work-day hours. Tending to the needs of your private company on public time would place you at risk of violating various provisions of the Code of Ethics for Public Officers and Employees, including the second part of Section 112.313(7)(a) and Section 112.313(6), which forbids using your public position to secure a special privilege, benefit, or exemption for yourself or others, including your LLC. Thus, we urge you to maintain separation between your public duties for Jupiter High School and your private duties for your LLC.

Also relevant to your inquiry is Section 112.313(3), which forbids public officers and employees from doing business with their own agencies:

DOING BUSINESS WITH ONE'S AGENCY. – No employee of an agency acting in his or her official capacity as a purchasing agent,

or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

This subsection also contains two provisions. The first provision prohibits public officers and employees from, in their public capacities and on behalf of their agencies, purchasing, renting, or leasing any realty, goods, or services from their own private business entities. Thus, the first provision of Section 112.313(3) would prohibit you from, in your official capacity on behalf of Jupiter High School, purchasing the use of the Aegis platform from your private LLC.

Primarily, the facts you have provided do not indicate that, through your public employment as a teacher, you have any official capacity as a purchasing agent for your school. Rather, you specifically note you have no role in the procurement or purchasing decisions for either your school or the School District.

Additionally, you note the purchasing contract would be between your LLC and the School District rather than your own agency (Jupiter High School). Where you will not act in an official capacity as the purchasing agent, and where the ultimate purchaser would not be your own agency, the first part of Section 112.313(3) is not implicated.

However, the second provision focuses not on one's public role as a purchaser, but rather, on one's role as a seller on behalf of one's private enterprise. The second provision of Section 112.313(3) prohibits public officers and employees from, in their private capacities, selling,

renting, or leasing, any realty, goods, or services to their own public agencies or to the political subdivision of their agencies.

We have determined in the past that one acts in a private capacity to sell where one serves as an owner of a business that is selling to his or her own agency or political subdivision. CEO 20-6. Thus, if you, in your private capacity as the sole owner and employee of your LLC, sell the use of the Aegis platform to either your school, your School District,<sup>4</sup> or any school in your School District, you will have violated the second provision of Section 112.313(3) unless an exemption applies to negate the conflict.

In this regard, Section 112.316, Florida Statutes, states that the Code of Ethics for Public Officers and Employees shall not be construed to prohibit a public officer or employee from following a private business pursuit that does not interfere with the full and faithful discharge of his duties:

Construction.—It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political subdivision of the state involved.

For example, in CEO 19-9, two employees within the Information Technology Services Department at a state university also co-owned a catering company, and wanted to sell their company's catering services to the university. There, the sale of the employees' catering services to the university amounted to a technical violation of the second provision of Section 112.313(3) and the first provision of Section 112.313(7)(a). However, we determined that Section 112.316 applied to negate the conflicts, as the employees lacked any public capacity responsibilities

---

<sup>4</sup> A public school teacher's political subdivision is the entirety of his school district. CEO 15-2 n.2.

regarding the relationship between their public agency (the university) and their private business (the catering company). See also CEO 18-5 (Section 112.316 applied to negate the strict application of the second provision of Section 112.313(3) where a member of a planning and zoning board also co-owned a concrete company and wanted to sell his concrete company's services to an agency within his political subdivision: his city's community redevelopment agency, as the planning and zoning board had no authority as to the consideration or approval of contracts entered into by the community redevelopment agency).

Similarly, here, you have advised that, as a teacher, you lack any public capacity responsibilities regarding a potential contract between your LLC and the School District for the use of the Aegis platform. As noted above, you contend you have no role in the procurement or purchasing decisions for either your school or the School District. You also inform that, if the Aegis platform is implemented at your school, you, as a teacher, would use the program just as any other teacher would. You state that you would be available to provide technical support and training because of your familiarity with the product, but you would have no role in either evaluating the product's effectiveness or in reporting the findings of those evaluations to the District. Where your LLC's sale of the use of the Aegis platform to your School District would not interfere with the full and faithful discharge of your public duties, it is appropriate for Section 112.316 to negate the strict application of the second provision of Section 112.313(3).

We take a moment here to recognize CEO 15-2, where a public school teacher co-owned a t-shirt company and inquired whether she would violate the Code of Ethics for Public Officers and Employees were she to sell t-shirts, through her company, to her school or school district. There, we determined the second provision of Section 112.313(3) and the first provision of Section

112.313(7)(a) prohibited the sale of t-shirts to her school and school district, and we did not apply Section 112.316 to negate the conflict.

However, the facts outlined in CEO 15-2 do not indicate whether the teacher there or her fiancé, who, together, co-owned the t-shirt business and were also both employed as teachers at the same school, had any public duties or responsibilities regarding their school's or district's potential purchase of t-shirts from their own company. We therefore distinguish CEO 15-2 from the current case because you have explicitly advised that you have no public role in the procurement process of the Aegis platform or any other similar digital hall pass management software systems.

In cases like this one, where you would have no public role or responsibility in your agency's dealings with your LLC, we have interpreted Section 112.316 to negate the strict application of certain subsections of the Code of Ethics for Public Officers and Employees because, regardless of the plain language of the statute, no conflict actually exists between your private interests and your public duties. As such, because of your lack of a public role regarding the potential purchase of your LLC's product, we determine Section 112.316 negates the facial conflict existing under the second part of Section 112.313(3). Based upon your unique facts, your LLC's sale of the use of the Aegis product to your School District is not prohibited by the Code of Ethics for Public Officers and Employees.

We do caution you, however—though your facts do not indicate an issue currently exists—that Section 112.313(8), Florida Statutes, prohibits you, as a public school teacher, from disclosing or using information not available to members of the general public and gained by reason of your employment for your personal gain or benefit or for the personal gain or benefit of any other person

or business entity, including your LLC. We advise you to be mindful of this prohibition in your LLC's future dealings with the District and your school.

Your question is answered accordingly.

QUESTION 2:

May a teacher, through his limited liability company, donate a product to his school or School District without violating the Code of Ethics for Public Officers and Employees?

This question is answered as follows.

You also request advice regarding whether you would violate the Code of Ethics for Public Officers and Employees if you, through your LLC, provided the use of the Aegis platform to either your school or your School District free of charge. We have held that donations to an agency do not implicate Section 112.313(3) because a donation does not amount to a sale, lease, purchase, or rental of goods or services. CEO 17-12; CEO 17-15. Thus, your business's donation of the Aegis product to Jupiter High School, to the Palm Beach County School District, or to any other school within your School District would not violate either provision of Section 112.313(3).<sup>5</sup>

Your question is answered accordingly.

cc: Fredric Shernoff

JMP/sen/ks

---

<sup>5</sup> For the reasons stated *supra*, your donation, through your LLC, of the use of the Aegis platform to your school, School District, or any other school within your School District would also not violate either provision of Section 112.313(7)(a).

## Steverson, Kathryn

---

**From:** Fredric Shernoff <fshernoff@gmail.com>  
**Sent:** Wednesday, March 11, 2026 4:55 PM  
**To:** Novenario, Stephanie  
**Cc:** Steverson, Kathryn  
**Subject:** Re: Request for advisory opinion

Hi Stephanie,

Thank you for looking into this so thoroughly. I understand and am happy to have the matter go before the full committee in April.

I wanted to let you know that in the interim, the district has approved a pilot of the platform at my school, structured as a school-run and school-administered initiative.

I'm sharing this for context in case it's relevant to your analysis, not to withdraw the request. I would still like the committee's opinion, as it will be important for any future steps beyond the pilot.

Please let me know if you need anything further from me in advance of the April meeting.

Thank you,  
Fred Shernoff

On Wed, Mar 11, 2026 at 3:24 PM Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us> wrote:

Hi Mr. Shernoff,

I've had an opportunity to take a closer look at your facts, and, after conducting additional research, I'm noticing that the Commission has some conflicting opinions on this area of the law. I spoke with my General Counsel, and we believe your question would best be answered in a formal opinion, which is an opinion that would be presented before the full Commission on Ethics for their determination, rather than an opinion decided at the staff level. Formal opinions from the Commission are binding.

If you are okay with proceeding with a formal opinion, I can try to get this before our Commission at our next Commission meeting, which would be April 24, 2026. Commission meetings are held at the First District Court of Appeal in Tallahassee, Florida. You'd be welcome to attend the meeting, and, if you attend, would be given an opportunity to speak before the Commission if you desired, but your attendance would in no way be either mandatory or expected.

Are you okay with us proceeding with a formal opinion?

If you have any questions, please don't hesitate to ask. If you'd prefer to call, I can be reached at (850) 488-7864.

Thank you!

**Stephanie Novenario**

*Senior Staff Attorney*

Florida Commission on Ethics

850.488.7864 | 850.488.3077 (fax)

[novenario.stephanie@leg.state.fl.us](mailto:novenario.stephanie@leg.state.fl.us)

---

**From:** Fredric Shernoff <[fshernoff@gmail.com](mailto:fshernoff@gmail.com)>  
**Sent:** Thursday, March 5, 2026 2:18 PM  
**To:** Novenario, Stephanie <[NOVENARIO.STEPHANIE@leg.state.fl.us](mailto:NOVENARIO.STEPHANIE@leg.state.fl.us)>  
**Subject:** Re: Request for advisory opinion

Hi Stephanie,

Thank you for the thorough questions. I'll answer them in order.

1. It's actually the reverse. Whitemarsh Games, LLC is the legal entity, and Aegis Education is the DBA. Whitemarsh Games, LLC existed prior to this project. I registered the Aegis Education DBA to create a distinct identity for the product as part of pursuing the Technology Clearinghouse process.
2. Yes, I am the sole owner and sole employee.
3. This is an area I don't have full clarity on. The Technology Clearinghouse approval process is a district-level review, and any technology used in schools must be approved through it. Whether the purchase would ultimately come from the individual school's discretionary budget or from the district, I'm not certain. During the proposed pilot period, the software would be provided at no cost.

4. If approved, the contract or agreement would be between the district and Aegis Education (DBA of Whitemarsh Games, LLC). At the school level, teachers and administrators log in using their existing district-issued Google Workspace accounts. No separate accounts are created. Students do not create accounts at all. They interact with the platform only through school-provided kiosk devices (iPads or Chromebooks) using their district-issued student ID numbers.
5. I was not involved in any formal evaluation or procurement decision. I built the platform to address problems I experienced firsthand as a teacher: students leaving class without accountability, no audit trail for hallway incidents, no way to monitor bathroom usage. I shared what I had built with school administrators, and they made the determination that it addressed their operational needs. I have no role in procurement or purchasing at any level.
6. As a teacher, I would be a user of the platform in my classroom, the same as any other teacher at the school. I would not have any administrative role in evaluating or reporting on the platform's effectiveness to the district. That responsibility would fall to school administrators. I would, however, be available to provide technical support and training given my familiarity with the product.
7. Nothing needs to be downloaded. Aegis is a web-based application that runs entirely in a browser. Teachers access it from any computer or device with a web browser. Students do not download or access anything. They interact only through kiosk devices that the school sets up in classrooms and bathrooms. There is no app to install.
8. No. I would not independently collect, retain, or use any school or student data for commercial purposes. The platform's terms of service and privacy policy will explicitly state that all data remains the property of the school. Currently, the platform is hosted on a Firebase (Google Cloud) account maintained by Aegis Education, as is standard for cloud-based SaaS products. However, I am willing to configure the platform to operate under a district-managed or school-managed Firebase account, which would give the district direct control over all data infrastructure. I am also willing to execute any data governance agreements the district requires to formalize these protections.
9. The decision to purchase after a pilot would be a district-level decision made through the Technology Clearinghouse Committee and district leadership. I would have no role in that process. As a classroom teacher, I have no authority or influence over district purchasing decisions.
10. The Technology Clearinghouse Committee (TCC) is the district body that reviews and approves all technology products before they can be used in schools. The process requires an internal sponsor — typically a school administrator — who submits the initial application (PBSD 2199), which must be signed by a principal, director, or area superintendent before it goes to the TCC. The sponsor is responsible for describing the product, its educational or operational purpose, and the need it addresses. The sponsor then works with the TCC to provide any additional documentation required, including vendor agreements, data privacy addendums, insurance certificates, and legal review forms. The sponsor advocates for the product within the district's review process but does not make the approval decision. That rests with the TCC, the C-Suite, the CIO, and the CFO. I was listed as the sponsor on the initial application. This was done at the encouragement of school administrators and on the advice of a member of the Technology Clearinghouse Committee, who indicated at the time that it was acceptable for me to serve as both sponsor and vendor. When the application was reviewed, the district denied it citing the conflict of interest. School administrators remain willing to serve as sponsor on a resubmission.

I want to provide some additional context that may be helpful to your analysis. I did not set out to start a business or become a vendor to the district. I built this platform as a teacher trying to solve a real

operational problem at my school. When school administrators wanted to adopt it, we believed the district's Technology Clearinghouse process required that any technology product come from a registered vendor. I established the DBA, acquired cyber insurance, and completed the vendor documentation solely to comply with that requirement. My goal has been to help my school and to demonstrate value as a teacher, not to build a commercial enterprise. I am open to any arrangement — including providing the software at no cost, transferring ownership to the district, or any other structure — that would allow the school to use the platform without creating an ethical conflict.

Please let me know if you need any clarification or additional detail on any of these.

Thank you,

Fred Shernoff

On Thu, Mar 5, 2026 at 11:14 AM Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us> wrote:

Hi Mr. Shernoff,

I'm Stephanie Novenario, an attorney with the Commission on Ethics, and I've been assigned your ethics inquiry.

I have a few additional questions that will help me with my analysis:

1. I just want to make sure I understand correctly – your company is Aegis Education, which is doing business as Whitemarsh Games, LLC?
2. Are you the sole owner and employee of Aegis Education/Whitemarsh Games, LLC?
3. Who would be purchasing your software platform – the District or the school itself?
4. Will the District, your school, or both ultimately have any sort of contract or agreement with Aegis Education/Whitemarsh Games, LLC, if the school uses the software platform?
  - a. Would the school, for example, need to create some sort of account to use the software? Would individual teachers, students, and administrators need to create accounts?
5. I know you stated that you have no role in procurement or purchasing decisions for the District. Do you have any role in procurement or purchasing decisions or the purchasing process on behalf of your school? For example, were you involved in the school administrators' evaluation of the platform?
6. Do you or will you, in your capacity as a teacher or employee of your school, have any control over reporting the effectiveness of the platform or other similar IT policies?
7. What are the mechanics of your software platform? Would something need to be downloaded by employees of the school for it to be used? Would individual students need to download any software?
  - a. If so, is that software free to download?

8. If the school were to use the program at no cost during a pilot period, would you, privately, be collecting data on behalf of Aegis Education/Whitemarsh Games, LLC, for future use?
9. Who would ultimately determine, after the potential pilot period, whether to move forward with purchasing the software? Would that be a district decision *and* an individual school decision? Would you have any role as an employee of the school in that process?
10. Can you tell me more about the application process and the Technology Clearinghouse Committee review process? What does the internal sponsor do, exactly, during that process?

As soon as I receive your responses, I can begin working on a draft of your analysis. I know there are quite a few questions to answer, so there is no rush!

Thank you,

**Stephanie Novenario**

*Staff Attorney*

Florida Commission on Ethics

850.488.7864 | 850.488.3077 (fax)

[novenario.stephanie@leg.state.fl.us](mailto:novenario.stephanie@leg.state.fl.us)

---

**From:** Fredric Shernoff <[fshernoff@gmail.com](mailto:fshernoff@gmail.com)>  
**Sent:** Wednesday, March 4, 2026 3:39 PM  
**To:** Stillman, Kerrie <[STILLMAN.KERRIE@leg.state.fl.us](mailto:STILLMAN.KERRIE@leg.state.fl.us)>  
**Subject:** Request for advisory opinion

Dear Commission Staff,

I am requesting an informal advisory opinion regarding a potential conflict of interest under Florida Statute 112.313.

I am a full-time public school teacher employed by the School District of Palm Beach County, assigned to Jupiter High School. On my own time, using my own resources and outside the scope of my teaching duties (I teach Drawing 1 and Business Ownership/Entrepreneurship), I developed a cloud-based

digital hall pass management software platform called Aegis through my company, Aegis Education (DBA of Whitemarsh Games, LLC).

I developed the platform to address operational challenges I observed firsthand at my school: lack of accountability for student movement, no audit trail for hallway incidents, and no way to monitor bathroom occupancy. I shared the product with school administrators, who evaluated it alongside existing alternatives and determined it best addressed their operational needs. The school's administration then initiated the process to pilot the platform by submitting it through the district's Technology Clearinghouse Committee review process.

The district denied the application without technical review, citing Board Policy 3.02 (Code of Ethics) and Florida Statute 112.313, due to my ownership interest in the product. They directed me to obtain an advisory opinion from this Commission before they would reconsider.

The specific questions I am seeking guidance on:

1. Does a prohibited conflict of interest exist under Section 112.313, Florida Statutes, if I, as a public school teacher, provide software that I developed and own to my employing school district for use at my assigned school?
2. Would the conflict analysis change if the software were provided at no cost during a pilot period, with the school district having no obligation to purchase?
3. Would the conflict analysis change if a school administrator, rather than myself, served as the internal sponsor of the application?
4. Are there any structural arrangements (such as assigning intellectual property to the district, recusing myself from any procurement decisions, or other measures) that would resolve any conflict that may exist?

For additional context: I have no role in procurement or purchasing decisions for the district. The district's Technology Clearinghouse application was submitted with full transparency about my ownership.

I am happy to provide any additional information or documentation needed.

Respectfully,

Fredric Shernoff