

Office of Intergovernmental Affairs, Grants Administration, and
Community Engagement

Miami-Dade County Public Schools

Sample Documents and Useful Forms

1. Grant Transmittal Form
2. Budget Entry Form
3. Budget Transfer Form*
4. Transfer of Expenditures Form*
5. Fringe Calculator*
6. Budget Assistance*
7. Monthly Projection
8. Contract Intake and Transmittal Forms
9. Time and Effort Single Cost Objective*
10. Grants Availability Report Guide
11. Grant-Funded Position Agreement

*Available on the Grants Administration website at: www.dadegetsgrants.net under **Managing Your Grant**.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
 INTERGOVERNMENTAL AFFAIRS, GRANTS ADMINISTRATION, AND COMMUNITY ENGAGEMENT



GRANT TRANSMITTAL FORM

FY 2018-2019

Date: Sep 24, 2018

PROGRAM# 87270000

ITN: 19-00330

PROGRAM MANAGER: ANTHENISIA A JACKSON
ADULT/VOC/ALT & COMM ED

Location # 8001

Phone 3059951856 Fax _____ Email AAJACKSON@DADESCHOOLS.NET

OIAGA CONTACT: MARIA B CERVANTES *MF*
OIAGA & CS

Phone _____ Fax _____ Email MCERVANTES@DADESCHOOLS.NET

TITLE 87270000 ASNAP - Adults With Disabilities and Senior Learners - 2018-2019

Grant Title:	<u>ADULTS WITH DISABILI</u> <small>(Title)</small>	Beginning Date:	<u>07/01/2018</u>
Funding Type:	<u>State Direct</u>	Ending Date:	<u>06/30/2019</u>
Grant Award Number:	<u>905609SH01</u>	GL Date:	_____
Funding Source:	<u>Florida Dept of Education - SD</u>	Liquidation Date:	<u>08/20/2019</u>
CFDA:	_____	Current Year Amount:	<u>\$1,125,208.00</u>
Authorizing Statute:	_____	Total Grant Award:	<u>\$1,125,208.00</u>

In-Kind / Donation

I. BUDGET ACTION:

1. BUDGET ENTRY, NEW
2. BUDGET AMENDMENT \$0.00
 Amendment Letter # _____
3. PROGRAM EXTENDED UNTIL _____
 Extension Notification
4. GASB 33: Cost Reimbursement Performance Based Contract Matching Funds Multiple Year

ATTACHMENTS:

- Grant Award/Terms & Conditions
- Budget Create
- Board Item
- Budget Information

II. PROCEDURES:

1. Non-Personnel funds must be expended by the ending date of Jun 30, 2019 Funds must be encumbered three (3) months prior to the ending date; therefore, requisitions must be input by _____
2. Forms to assist in all aspects of grant budget management are available at <http://www.dadegetsgrants.net/#/financial-reporting-tools/cfv3>.

III. REPORTING REQUIREMENTS:

An interim performance report is due to _____ by _____

A final performance report is due to _____ by _____

Financial reports as stated in the grant terms and conditions will be prepared and submitted by the Contracted Programs Accounting

Attachment(s): _____
 cc: _____

 Board Item: E-201 Jul 25, 2018
 Record Tracking Number: 76000161
 File: _____

REFERENCE												DATA ENTRY
DOCUMENT DATE										TOTAL	0.00	Initials
POSTING DATE										DOCUMENT TYPE	EJ	
HEADER TEXT										POSTING PERIOD		

Line No	ACCOUNT STRUCTURE						\$ DR AMOUNT		\$ CR AMOUNT	DR CR	EXPLANATION
	FUND	GL ACCT	BUSINESS AREA	COST CENTER	FUNCTIONAL AREA	WBS ELEMENT					
01											
02											
03											
04											
05											
06											
07											
08											
09											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
TOTALS							0.00		0.00		

PREPARED BY _____

ASSISTANT CONTROLLER _____

CONTROLLER _____

The School Board
of
Miami-Dade County, Florida
EXCEL VOUCHER

COMMENTS:

Program Name

IAGA FRINGE CALCULATOR FY 2019-2020

Hourly/Overtime Full Time	51xx Salary	5210 Retirement 9.32%	5220 FICA 6.20%	5221 Medicare 1.45%	5232 Insurance* # \$9,771	5240 WC/Lia/Unemp 2.65%	Fringe Total 19.62% + Insurance	TOTAL	
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	
In-Service Stipend/Bonus	5136/5157 Supplement	N/A	5220 FICA 6.20%	5221 Medicare 1.45%	N/A	N/A	5240 WC/Lia/Unemp 2.65%	Fringe Total 10.30%	TOTAL
1	0.00		0.00	0.00			0.00	0.00	0.00
2	0.00		0.00	0.00			0.00	0.00	0.00
Total	\$0.00		\$0.00	\$0.00			\$0.00	0.00	0.00
Temporary Instruction	5149 Salary	5210 Retirement 4.25%	5220 FICA 6.20%	5221 Medicare 1.45%	N/A	N/A	N/A	Fringe Total 11.9%	TOTAL
1	0.00	0.00	0.00	0.00				0.00	0.00
2	0.00	0.00	0.00	0.00				0.00	0.00
3	0.00	0.00	0.00	0.00				0.00	0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
GRAND TOTAL	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Total Fringe Package: \$0.00

Salary Back-Out** Hourly/Full Time	Budget Amount	Budget Amount Less Fringes
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
In-Service Calculate	0.00	0.00
Temp Calculate	0.00	0.00

Indirect Calculator	Total Grant Amount:	0	0
	56xx***:	0	0
	5310 (5xxx & 7800)***:	0	0
	Non-Exempt:	0	0
	Net Amount:	0	0
	Indirect Cost:	0	0

Add Indirect to Grant	Grant Amount:	0	0
	56xx***:	0	0
	5310 (5xxx & 7800)***:	0	0
	Non-Exempt:	0	0
	Indirect Cost:	0	0
	Grant Plus Indirect:	0	0

**These fields are used to back out fringes from a gross amount of salary. Enter the gross salary under "Budget Amount." The result in "Budget Amount Less Fringes" is then entered above in the appropriate Object Code field. The result will be a break-out of the net salary plus fringes totaling the gross amount.

*Note: Insurance amount is an average. If the actual cost for your program is higher, please use the actual insurance cost.

***Object codes 56xx and 5310 with 5xxx or 7800 function codes are exempt from IDC on Federal through State grants.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
OFFICE OF INTERGOVERNMENTAL AFFAIRS AND GRANTS ADMINISTRATION
BUDGET ASSISTANCE SHEET FOR 2019-2020**

The average daily rate, average yearly salary, and the average hourly rate are the basis for estimating salary and fringe benefits. Use the actual daily rate, yearly salary, or hourly rate, if available. An Excel spreadsheet Fringe Calculator is available at <http://dadegetsgrants.net>. Click on the Managing Your Grant link to download a copy to your computer.

Full-time School Year Teacher Salary*	Commitment Item	Rate	Personnel - Fringe Benefits	Commitment Item	Rate
Average Daily Rate	514400	\$222	Retirement	521000	9.32%
Average Yearly Rate	514400	\$47,136	FICA	522000	6.20%
Average Hourly Rate	515000	\$28	Medicare	522100	1.45%
			Group Insurance*	523200	\$9,771
*Based on current average salary rates. For actual rates consult your IAGA manager.			Worker's Compensation	524000	2.65%
			Total Fringe Benefits		19.62%
			*Lump sum for each full-time personnel only		

The average daily rate is the basis for estimating salary and fringe benefits for Temporary Instructors. Use the actual daily rate for the Temporary Instructor, if available.

Temporary Instructor Daily Rates	Commitment Item	Rate	Fringe Benefits	Commitment Item	Rate
Non-Degreed Regular*	514900	\$71	Retirement	521000	4.25%
Degreed Regular*	514900	\$97	FICA	522000	6.20%
*Supplement to rate for ESE		\$17	Medicare	522100	1.45%
			Total Fringe Benefits		11.90%

In-Service Reimbursement / Bonus Pay	Commitment Item	Rate	Fringe Benefits	Commitment Item	Rate
In-Service Reimbursement*	513600	\$100 per day	FICA	522000	6.20%
Bonus Pay	515700				
*Requires a Function Code of 640000.			Medicare	522100	1.45%
			Worker's Compensation	524000	2.65%
			Total Fringe Benefits		10.30%

If allowed by the funding agency, an indirect cost of 3.48% is charged on the project budget. For State and Federal through State grants, indirect cost is calculated on the total budget except for all 5600 object codes (Equipment, Software, AV Materials, etc.) and 5310 object codes with 5xxx and 7800 function codes. For Federal Direct grants the indirect cost is calculated on the total cost excluding any single piece of equipment which costs \$5,000 per unit or more.

Frequently Used Grant Program Function Codes	
510000 - Basic Instruction	720000 - Indirect Cost
610000 - Student Services	771000 - Evaluation
620000 - Instructional Media Services	780000 - Pupil Transportation Services
630000 - Instructional & Curriculum Development	790000 - Operation of Plant
640000 - Instructional Staff Training	910000 - Community Service
Frequently Used Grant Program Commitment Items	
514900 - Substitute Teacher	Require Fringe Benefits (See Above)
513600 - In-Service Reimbursement	
515000 - Hourly Employee	
531000 - Professional and Technical	539900 - Printing and Duplicating
533000 - Travel - In County	551000 - Supplies
533100 - Travel - Out of County	552000 - Textbooks
533200 - Field Trips (Function 780000)	561200 - Library Books
536000 - Rental	562000 - AV Materials
539000 - Other Purchased Services	564000 - Furniture, Fixtures, Equipment, Computers*
	569000 - Software
	579200 - Indirect Cost (1990400 - Function: 720000)
	*Technology-Related Expenditures: See P. 2.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BUDGET vs. ACTUAL EXPENDITURES PROJECTION**

AS OF
31-Aug-2018

Grant Name: SAVES 2019-2021 Year 1
 Grant Number: 31690000
 Grant Period: 08/13/18 - 08/12/19
 Closing Date: August 12, 2019
 Liquidation Date: October 1, 2019

Budget Amount: \$2,200,000

Program Manager: Renny Neyra
 Email:

FRU Monitor: Dr. Philip Williams
 Email: PWilliams2@dadeschools.net

Projection of program expenditures resulted in the following condition:

Overall Projection:	UNDERSPENT	Please refer to the detailed projection worksheet attached for the breakdown of salary & benefits and non-salary expenditures for their respective balances and projections.
Amount:	\$1,842,180	
Percentage:	83.74%	
Composed of:		
Salaries & Benefits:	\$113,971	
Non-Salary:	\$1,728,209	
Workdays Left:	247	From the projection 'AS OF' date to end of the fiscal year.

If your Grant program is projected to be "UNDERSPENT", please take the following immediate actions as needed:

- Seek a no-cost extension or a redistribution of budget allocation into needed categories;
- Consider filling budgeted vacant full-time and hourly positions;
- Consider transferring into the grant allowable expenditures, and / or;
- Execution and Approval of all new and pending shopping carts, funds reservations and travel authorizations in order to establish an encumbrance.

If your Grant program is projected to be "OVERSPENT", please take the following immediate actions as needed:

- If there are expenditures (i.e., salaries & benefits and/or non-salary) that should be transferred to another program please proceed to execute a Journal Voucher (JV), salaries and benefits transfers MUST BE ACCOMPANIED with a properly executed and approved Time & Effort certification form;
- Consider reducing hourly and / or full-time personnel, and / or;
- Curtail non-salary expenditures;

If your Grant period has expired and is found to be "UNDERSPENT" or "OVERSPENT", please contact your FRU Monitor IMMEDIATELY for possible corrective actions.

Methodology used in the projection: Salaries and benefits for full-time positions are projected based on the number of remaining workdays in the current fiscal year, plus the actual amount earned, adjusted for 10 and 12 months type positions. Hourly positions are projected based on the actual amount paid projected to the last day of the school or fiscal year, as applicable. Non-salary categories are projected based on the amount already spent plus encumbrances, such as shopping carts that are awaiting delivery of goods and services. Please refer to the attached explanation of the content and source for each of the columns presented in the worksheet below.

If you have any questions or require assistance, please contact your FRU Monitor.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BUDGET vs. ACTUAL EXPENDITURES PROJECTION

AS OF
 31-Aug-2018

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
										*** P R O J E C T I O N ***			
OBJECT	DESCRIPTION	Budgeted Positions	Filled Positions	Average Salary	Days Remaining	Current Budget	YTD Expenditures	Pending Transfers	Calculated Available Balances (G - H - I)	Calculated Projection To Year-End	Total Projected Expenditures (H + I + K)	Variance Under / (Over) Budget (G - L)	Percentage Funds Availables (N / G)
SALARY													
5134	Programmer	1.00	1.00	47,724	247	50,376	1,652		48,724	45,338	46,990	3,386	6.72%
5137	Secretary/Clerk (12 mo)	2.00	2.00	43,810	247	101,850	1,409		100,441	83,239	84,648	17,202	16.89%
5144	Teacher (12 mo)	1.00	1.00	73,325	247	76,940	2,538		74,402	69,659	72,197	4,743	6.16%
5150	Hrly Employee					75,648	5,293		70,355	0	5,293	70,355	93.00%
SUBTOTAL - SALARY		4.0	4.0	N. A.	N. A.	304,814	10,893	0	293,921	198,236	209,129	95,685	31.39%
FRINGE BENEFITS													
5210 - 5240	Retirement/FICA/Medicare/WC	N. A.	N. A.	N. A.	N. A.	58,921	2,316		56,605	38,319	40,635	18,286	31.03%
5232	Hospitalization	N. A.	N. A.	N. A.	N. A.	35,716	2,853		32,863	32,863	35,716	0	0.00%
SUBTOTAL - FRINGE BENEFITS		N. A.	N. A.	N. A.	N. A.	94,637	5,169	0	89,468	71,182	76,351	18,286	19.32%
NON-SALARY													
5330	Travel In-County	N. A.	N. A.	N. A.	N. A.	3,204			3,204		0	3,204	100.00%
5331	Travel Out-of-County	N. A.	N. A.	N. A.	N. A.	11,880			11,880		0	11,880	100.00%
5350	Repairs & Maintenance	N. A.	N. A.	N. A.	N. A.	2,000			2,000		0	2,000	100.00%
5390	Other Purchased Services	N. A.	N. A.	N. A.	N. A.	194,010			194,010		0	194,010	100.00%
5510	Supplies	N. A.	N. A.	N. A.	N. A.	15,000			15,000		0	15,000	100.00%
5520	Textbooks	N. A.	N. A.	N. A.	N. A.	540,000			540,000		0	540,000	100.00%
5730	Dues & Fees	N. A.	N. A.	N. A.	N. A.	10,000			10,000		0	10,000	100.00%
5762	Scholarships	N. A.	N. A.	N. A.	N. A.	952,115			952,115		0	952,115	100.00%
5792	Indirect Cost	N. A.	N. A.	N. A.	N. A.	72,340			72,340	72,340	72,340	0	0.00%
SUBTOTAL - NON-SALARY		N. A.	N. A.	N. A.	N. A.	1,800,649	0	0	1,800,649	72,340	72,340	1,728,209	95.98%
GRAND TOTAL						2,200,000	16,062	0	2,183,938	341,758	357,820	1,842,180	83.74%

Note: Indirect cost is not calculated on 56XX object categories that encompass furniture, fixtures and equipment.



Step 1: Grant-Related Contracts (Document Checklist)

Date:	
Originating Office:	
Program Manager:	
Program Manager's Phone/Email:	
Shopping Cart #:	
Name of Vendor/Contractor:	

Minimum of three (3) to four (4) weeks prior to date of service(s) is required for routing the contract. A minimum of two (2) original copies of the contract and attachments must be routed.

ATTENTION: Several documents listed below have multiple signature lines that require approval by different offices / individuals. Contracts and ALL required attachments should be routed through ALL steps of the process.

The attached contract is being routed for signatures. The following documents have been completed and are included within this package. (Please mark or NA.)

ERP (SAP) Shopping Cart evidence showing it has been fully approved and the chain of approvals

Transmittal for Agreement Form for Contracted Services (FM-2452) must indicate the Procurement Authority.

- **Contracts for \$6,000 and above require** evidence that three (3) quotes were obtained, copy of advertisement placed, or copy of Professional Services Contract Committee Minutes.
- **Contracts for \$50,000 and above require** documentation of Board action (Agenda Item) or documentation of exemption from bid and RFP requirements by the Professional Services Committee.

Contract Intake & Transmittal Form (FM-7421)

- Under *Procurement Authority*, attach a **letter from the vendor identifying themselves as the sole source provider; if applicable**

Two (2) original signed Agreement Forms for Contracted Services (FM-2453) with original signatures. All of the following signatures should be obtained: vendor (include Employer Identification Number or EIN), charge location administrator, Region Superintendent/Division Head, and Risk Management officer.

- **Contract dates and amounts must be correct:** The dates in Item 1) Scope of Work - Dates/Hours of Service must be consistent with the dates in Item 2) Term of Agreement; amount on requisition must correspond to amount in Item 3) Compensation.
- **If Community Based Organization**, please ensure that forms are initialed and signed by vendor and originating administrator where indicated. The only waiver to Jessica Lunsford Act is: (1) no contact with students or (2) vendor will not have access to school when students present. Must be accompanied by a memorandum explaining waiver applies and Payment Request for Contracted Services form (FM-2454).

Contractor Conflict of Interest Form (FM-7420), if applicable

Vendor proof of insurance: certificate of liability, professional liability, general liability, workers' compensation and auto liability insurance coverage, etc., *if applicable*

If contract is submitted for approval after performance of actual services have started, it must be accompanied by a memorandum of justification for the delay in submission for approval. (Address memorandum to: Ms. Iraida R. Mendez-Cartaya, Associate Superintendent, Intergovernmental Affairs, Grants Administration and Community Engagement.)

PLEASE RETURN THIS FORM, ATTACHED CONTRACT(S) AND SUPPORTING DOCUMENTATION TO SBAB (1450 N.E. 2ND AVENUE, ROOM 760, MIAMI, FL 33132). CONTACT OIAGA FOR ANY QUESTIONS AT 305 995-1706.



Step 2: Grant-Related Contract Execution Routing Cheat Sheet

**A minimum of 2 original contract copies routed for signatures with all supporting documentation.
Contracts should be fully executed prior to the commencement of agreed upon services.**

Step	Action / Place / Reason	Signature Required	Contact Person	Party Responsible for Tracking Contract	Step Completed (Responsible party please sign)
1	Vet contract for legal sufficiency between the vendor/partner and the School Board attorney <i>(Facilitated by the Program Manager)</i>	None	School Board Attorney as assigned	Charge location/School Program Manager	_____
2	Obtain signature of vendor or partner organization. <i>*Note: If a partner organization is giving/paying M-DCPS funds, the partner organization signs after the Superintendent.</i>	Legally authorized signature from vendor or partner organization	Varies	Charge location/School Program Manager	_____
3	Obtain signature of charge location administrator	M-DCPS charge location administrator	Varies	Charge location/School Program Manager	_____
4	Obtain signature of Region Superintendent <i>(If applicable)</i>	M-DCPS Region Superintendent	Varies	Charge location/School Program Manager	_____
5	Obtain signature of Division Head <i>*Note: If this is a Cabinet Member, should secure the Risk Management Officer's and the Attorney's signature prior</i>	M-DCPS Associate/ Assistant Superintendent	Varies	Charge location/School Program Manager	_____
6	Obtain signature of Procurement Office	M-DCPS Chief Procurement Officer	Varies	Charge location/School Program Manager	_____
7	Obtain signature of Risk Management Office	M-DCPS Risk and Benefits Officer	Risk Management Office	Charge location/School Program Manager	_____

Step	Action / Place / Reason	Signature Required	Contact Person	Party Responsible for Tracking Contract	Step Completed (Responsible party please sign)
8	Take contract to Grants Administration . Include this form plus all documentation referenced in it to continue routing through District offices.	None	OIAGA Staff	Charge location/School Program Manager	_____
9	Generate ERP (SAP) Shopping Cart and get it FULLY APPROVED through your location's chain of approvals. Please include a copy of the shopping cart with evidence that it has been fully approved in the contract packet.	None	Varies	Charge location/School Program Manager	_____
10	Obtain signature of School Board Attorney	M-DCPS School Board Attorney	School Board Attorney, as assigned	Grants Administration	_____
11	Obtain signature of the OIAGA Financial Reporting Unit (FRU)	FRU Director of Community Outreach	OIAGA Staff		_____
12	Obtain signature of Associate Superintendent OIAGA	M-DCPS Associate Superintendent OIAGA	OIAGA Staff		_____
13	Obtain signature of Superintendent <i>*Note: Follow internal review process as required</i>	M-DCPS Superintendent or authorized designee	OIAGA Staff		_____
14	Return original document to Charge location/School Program Manager	None	OIAGA Staff		_____
15	Attach original fully executed signed contract (electronic file) to the shopping cart from Step 8 in the ERP (SAP) system.	None	Varies		Charge location/School Program Manager



This form can be submitted electronically or by fax at 305-995-1412
[THIS FORM MUST BE SUBMITTED WITH YOUR REQUEST]

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ATTORNEY'S OFFICE

CONTRACT INTAKE & TRANSMITTAL FORM

The School Board Attorney's Office will review the contract/agreement as to form and legality. You are responsible for reading the contract and ensuring that the business and/or program terms and conditions of the contract/agreement are clear, accurate, complete, and will satisfy your business and/or program needs.

CONTRACT DESCRIPTION:

Type of Contract:

Service Agreement, Lease Agreement, License Agreement, Affiliate Agreement or Other (please specify)

Purpose:

School/Location of Activities:

Funds have been identified for these services under Shopping Cart Number: _____

DEPARTMENT/DIVISION INITIATING CONTRACT:

Name and Title:

Department/Division:

Phone Number:

_____ E-mail: _____

CONTRACTOR/VENDOR/OTHER PARTY:

Company's Name:

Contact Person and Title:

Phone Number:

_____ E-mail: _____

Has MDCSB entered into a similar contract with this company before? Yes No

Is this the renewal of an existing contract? Yes No
(If yes, attach a copy of the previous contract. If this is a renewal, extension or amendment to a contract, attach the underlying contract and any previous renewal or amendments, etc.)

DEADLINE:

Date by which contract needs to be reviewed: _____

PROCUREMENT AUTHORITY:

Three (3) Quotes Obtained
OR

Professional Services Contract Committee (*attach Minutes*)
AND

Board Approval (*attach Agenda Item*)

Exemption Pursuant to Florida Statutes (*Superintendent authorized to sign contracts up to \$50,000.00 without Board approval*)

Other (*state reason*): _____

OTHER INFORMATION:

• Term: _____
(*Beginning/ending dates for initial term*)

• Is an electronic copy of the contract available? Yes No
(*If available, please send to _____*)

• Would you like to discuss this contract with Legal Counsel: Yes No

• Business/Program Terms: _____

I or my designee have read the attached Agreement (including all attachments and exhibits), and the contract is an accurate and complete representation of the business/program terms and conditions. (If you are submitting this form electronically, please type your name in the signature field.)

Contract Originator's Signature

Date



CONTRACTOR CONFLICT OF INTEREST FORM

Contractor: _____
 Matter/Issue: _____

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Do you, your immediate family, or business partner have financial or other interest in any of the offerors who have submitted a proposal? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have gratuities, favors, or anything of monetary value been offered to you or accepted by you from any of the offerors who have submitted a proposal? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you been employed by any of the offerors who have submitted a proposal within the last 24 months? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you plan to obtain financial interest, e.g. stock, in any of the offerors? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with any of the offerors? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to any of the above questions, attach to this questionnaire a written explanation of your connections with the offerors or write your answer below.

If you answered "no" to all of the above questions but you have a connection not addressed in the above questions, please explain below or attach a written explanation to this questionnaire.

I declare all of the above questions are answered truthfully and read truthfully and to the best of my knowledge.

Division Head: Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
Charge Location Administrator: Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
Bid Selection Committee Chair: Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
Other: _____ Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
Other: _____ Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
School Board Attorney: Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:
Superintendent (or Designee): Conflict of Interest: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature & Date:	Comments:

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and _____ whose principal address is _____ (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR," is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following:

Nature of Contracted Services: _____

Anticipated Outcome of Contracted Services: _____

Location of Contracted Service: _____

Date(s)/Hours of Service: _____

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the ____ day of _____, 20____, and shall complete performance to the satisfaction of the School Board no later than the ____ day of _____, 20____. The Agreement shall be effective upon execution. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$_____, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550. Procurement Authority to enter into this Agreement shall be _____.

4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ _____ upon completion of services
- _____ partial payments in the amount of \$ _____ after/before each _____
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. CONFIDENTIALITY OF STUDENT RECORDS

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

6. GOVERNING LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

8. DUTY TO DEFEND

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

9. ADA COMPLIANCE

Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

10. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

11. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

12. TERMINATION AND SUSPENSION

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

13. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

14. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594).

15. DEBARMENT

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

16. CLEAN AIR ACT

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387)..

17. DAVIS-BACON ACT LABOR STANDARDS

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

18. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds must be in compliance 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 CFR Chapter 60).

19. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

20. BYRD ANTI-LOBBYING

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

22. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

23. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

24. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board 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. Contractor will indemnify and hold harmless the School Board 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 the Agreement, including its use by the School Board. 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. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

25. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, M/WBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement.

Compliance, Monitoring and Reporting of Subcontractors - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

26. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fl all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____

27. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at www.dadeschools.net Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No Yes If answer is yes please complete the following: Name of Director(s) or Officer(s)

Employee Name	Current Title with Firm	Name of MDCPS Committee, Task Force, Association Served

28. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

29. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

Contractor Address. The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: _____
Contact's Name/Title: Attention: _____
Address: _____

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Department: _____
Department Director: Attention: _____
Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

30. INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$ 100,000 Each Accident
\$ 500,000 Disease - Policy Limit
\$ 100,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 General Aggregate

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

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage:

Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance:

Cyber Liability Insurance

Contractor shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

31. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation. The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

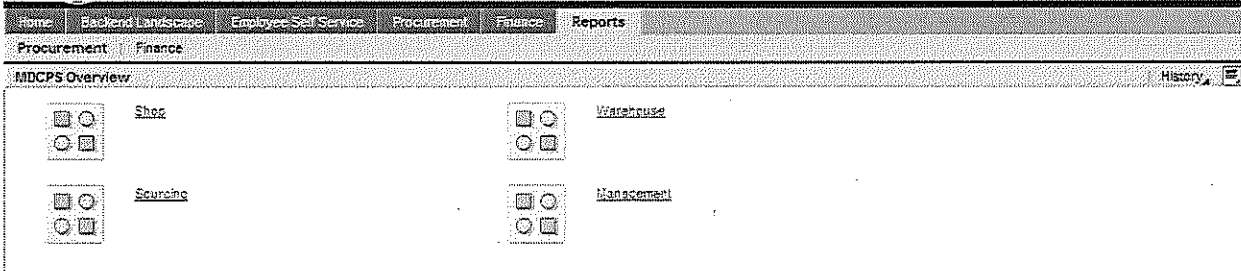
32. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.

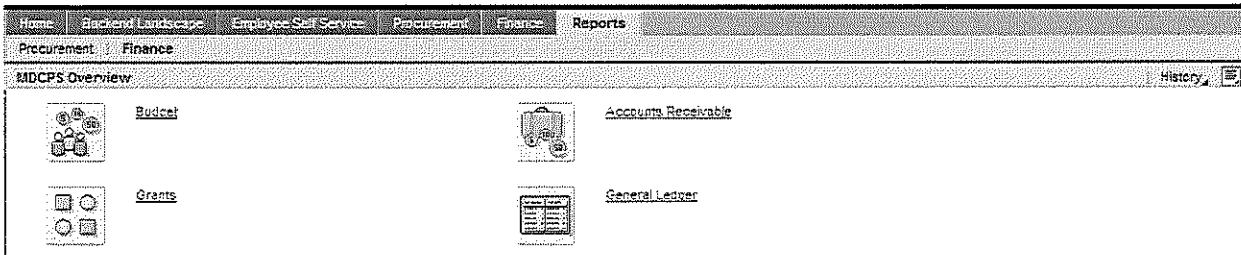
<p style="text-align: center;">SUBMITTED BY:</p> <hr/> <p>Charge Location Administrator Signature Date</p> <hr/> <p>Regional Superintendent/Division Head Signature Date (as applicable)</p> <hr/> <p>Office of Grants Administration Signature Date (if applicable)</p> <p>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <hr/> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p>
<p style="text-align: center;">APPROVED AS TO RISK AND BENEFITS (as to the School Board):</p> <hr/> <p>Risk Management Signature Date</p> <p style="text-align: center;">APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):</p> <hr/> <p>Procurement Management Signature Date</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <hr/> <p>School Board Attorney - Signature Date</p>	<p style="text-align: center;">CONTRACTOR</p> <hr/> <p style="text-align: center;">Legal Name of Contracting Party</p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address: _____</p> <hr/> <p>F.E.I.N. (If organization) _____ School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/> M-DCPS Employee No. _____</p>

How to Access the Grants Availability Report

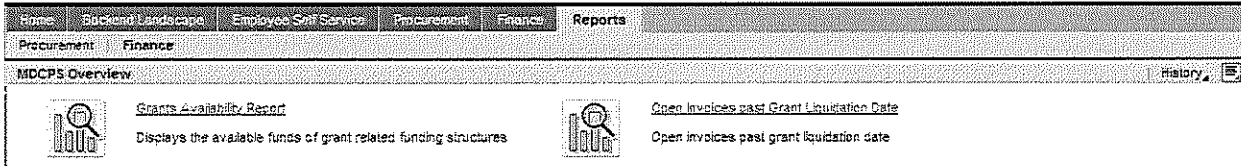
1. Log into SAP through the MDCPS Portal. If you do not have access to the report, contact your site administrator.
2. Click on the **Reports** tab.



3. Click on the **'Finance'** option. *(Below the first row of tabs)*
4. Click on the **'Grants'** icon.



5. Click on the **'Grants Availability Report'** icon.



- Enter the program number in the 'Program' field. Be sure to include all eight digits. You can also enter a location number in Funds Center (Authorization) field. Leave the Funds Center field blank to see the availability for the entire program.

Grants Availability Report

Variable Entry

Available Variants:

Variable	Current Selection	Description
Function		<input type="checkbox"/>
Program	49310000	<input type="checkbox"/>
Fund		<input type="checkbox"/>
Requisition Control		<input type="checkbox"/>
Funds Center (Authorization)	1140100	<input type="checkbox"/>
Grant (Multiple, Optional)		<input type="checkbox"/>
Grant Sponsor (Range, Optional)		<input type="checkbox"/>

- Click the 'OK' button. (bottom left hand corner of the screen)

- The Grant Availability Funds Report will be generated.

Grants Availability Report

Grant Available Funds Report

Print PDF Run Parameters Selection Parameters

Grant Type: Grant Sponsor: Grant:

Fund: Program: 49310000 | CHOOSE 2 Requisition Control:

Comment Code: 00000000 Funds Center: 1140100 Function:

Fund	Program	Req Ctrl	Commitment Item	Funds Center	Function	Original Budget	YTD Transfers & Adjustments	Current Budget	YTD Encumbrances	YTD Expenditures	Available Balance	Percent Budget Remaining	YTD Commitments	Adjusted Balance
420000	49310000	1	CHOOSE 2 0712	1140100	940000	1,000.00		1,000.00			1,000.00	100.0		1,000.00
			512000	1140100	940000	76.50		76.50			76.50	100.0		76.50
			522100	1140100	840000	99.50		99.50			99.50	100.0		99.50
			524000	1140100	840000	26.00		26.00			26.00	100.0		26.00
			524200	1140100	840000	104.40		104.40		104.40	0.00	0.0		0.00
			Result			1,306.40		1,306.40		1,306.40	1,204.80	92.0		1,204.80
		3	531000	1140100	830000	5,020.00	-4,200.00	820.00			820.00	100.0		820.00
			532200	1140100	790000	3,140.00	-3,140.00	0.00	310.00	1,125.00	1,285.80	126.4		1,205.80
			539000	1140100	820000	7,595.00	-3,825.00	4,270.00			4,270.00	100.0		4,270.00
			539500	1140100	830000	7,395.00	-3,625.00	4,270.00			4,270.00	100.0		4,270.00
			539600	1140100	830000	5,100.00	-4,300.00	800.00		545.00	154.40	19.3		154.40
			551000	1140100	830000	15,005.19	9,000.00	24,005.19	5,799.62	10,723.82	473.75	2.0		473.75
			562000	1140100	830000	10,000.00	-5,700.00	3,200.00		0.00	2,205.25	1,094.72	33.2	1,094.72
			562200	1140100	820000	2,000.00	2,000.00	0.00	98.00	8,556.18	-7,031.18	0.0	995.00	-6,025.18
			564000	1140100	830000	7,672.01		7,672.01	0.00	7,344.20	328.18	4.3		328.18
			564200	1140100	830000	3,625.00		3,625.00	3,823.28		1.72	0.0		1.72
			598200	1140100	820000	2,550.55	-4,200.00	5,750.55	0.00	5,634.40	958.55	14.1		958.55
			570000	1140100	830000	5,000.00		5,000.00	0.00	2,000.00	2,992.00	59.8		2,992.00
			Result			61,424.75	0.00	61,424.75	11,295.90	44,897.11	6,271.74	6.6	995.00	-4,275.18

- In the 'Result' row, the 'Adjusted Balance' amount is the amount available to be spent in this grant for this location. **Note:** It can be printed in PDF by clicking on the Print PDF button in the upper left. It can also be exported to Excel by clicking on the Export to Excel button.



Miami-Dade County Public Schools

Office of Human Resources, Recruiting, Performance Management and Labor Relations
employeeservices@dadeschools.net

ACKNOWLEDGEMENT AND RECEIPT OF GRANT-FUNDED POSITION AGREEMENT

By signing this form, you are attesting that you fully understand and accept that the position listed below, is a grant-funded position with a delineated start and end date. Since this position is grant-funded there is no warranty of an extension of employment beyond the expiration date of the grant or any expectation of future employment with Miami-Dade County Public Schools (M-DCPS). It should also be noted, that employment with M-DCPS may be *terminated for cause*, at any time, even if the funding grant is still in place.

Employee Information

Employee Name: _____ Employee Number: _____
Email Address: _____ Phone Number: _____

Position Information

Position Title: _____ Job Code: _____
Work Location Name: _____ Work Location Number: _____

Grant Information

Name of Grant: _____ Granting Agency: _____
Start Date: _____ Expiration Date: _____
Name of District Grant Liaison: _____ Contact Number: _____

ACKNOWLEDGEMENT: By signing this form, you are attesting that you fully understand and accept that the position listed above, is a grant-funded position with a delineated start and end date. Since this position is grant-funded, there is no warranty of an extension of employment beyond the expiration date of the grant or any expectation of future employment with Miami-Dade County Public Schools (M-DCPS). It should also be noted, that employment with M-DCPS may be *terminated for cause*, at any time, even if the funding grant is still in place.

Employee Signature: _____ Date: _____
Administrator Signature: _____ Date: _____

For Office Use Only: Pay Grade: _____ Functional Area: _____ Position #: _____ Commitment Item: _____