

MEMORANDUM

Agenda Item No. 9(A)(2)


TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to sections 2-9 and 2-10 of the Code, five affiliating agreements between Miami-Dade County and the School Board of Miami-Dade County for the use of various Miami-Dade Public Library System locations for adult education classes; authorizing the County Mayor to exercise all rights contained therein; delegating to the County Mayor the authority to enter into future affiliating agreements for the use of library space for adult education classes

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Recreation and Culture Committee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: October 5, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Recommending Ratification of Partnership Agreements Between Miami-Dade County and the School Board of Miami-Dade County for the Use of Various Miami-Dade Public Library System Locations for Adult Education Classes

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, five Affiliating Agreements (Agreements) between Miami-Dade County (County) and the School Board of Miami-Dade County (School Board) for Adult Education ESOL (English Speaker of Other Languages) classes at five Miami-Dade Public Library System (MDPLS) locations.

Scope

The classes will be offered at the following MDPLS locations: Northeast Dade-Aventura Branch Library, located in District 4 at 2930 Aventura Blvd, Aventura, FL 33180 and represented by Commissioner Sally A Heyman; Pinecrest Branch Library, located in District 7 at 5835 SW 111 St., Pinecrest, FL 33156 and represented by Commissioner Raquel Regalado; Kendale Lakes Branch Library, located in District 11 at 15205 SW 88 St, Miami, FL 33196 and represented by Commissioner Joe A. Martinez; Kendall Branch Library, located in District 7 at 9101 SW 97 Ave, Miami, FL 33176 and represented by Commissioner Raquel Regalado; and Westchester Regional Library, located at 9445 Coral Way, Miami, FL 33165 and represented by District 10 Commissioner Javier D. Souto. Because there may be future agreements at other library locations, the scope is Countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to either the County or the Library District for this partnership.

Track Record/Monitor

Rafael Costa, MDPLS Assistant Director of Library and Public Technology Services, will be responsible for monitoring these agreements.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the Agreements. This item also authorizes the County Mayor or the County Mayor’s designee to enter into future Affiliating Agreements with the School Board, subject to legal approval by the County Attorney’s Office.

Background

MDPLS’ mission is to provide extraordinary services, spaces and experiences that promote literacy and learning, personal growth and limitless opportunities. In the area of language learning, MDPLS offers the free Adult Learning Academy, which includes beginner and intermediate language classes in English, Spanish, and Portuguese taught by certified teachers, and free access to the Mango Languages application. Available in 70 languages, Mango Languages offers self-paced, interactive language learning in conversation-focused methodology. To expand these language learning opportunities, MDPLS also partners with other organizations in the community, such as the School Board of Miami-Dade County.

The School Board’s Adult Education ESOL program offers low-cost English classes for individuals 16 years of age and older and no longer enrolled or required to be enrolled in high school. The purpose of these classes is to help adults learn English so they can find a better job, expand their learning opportunities and actively participate in the education of their children and the betterment of our community. The School Board, through Miami Palmetto Adult Education Center and North Miami Adult Education Center, are in need of convenient public spaces to offer such classes, providing qualified instructors to teach ESOL classes, Level 1 to 6. MDPLS will provide classroom space, and coordination support at the North East Dade-Aventura Branch Library, Pinecrest Branch Library, Kendale Lakes Branch Library, Kendall Branch Library, and Westchester Regional Library. The term for the Agreement with North Miami Senior Adult Education center at the North East Dade-Aventura Branch Library is January 11, 2021 to July 30, 2022. The term for the other four agreements (Pinecrest Branch Library, Kendale Lakes Branch Library, Kendall Branch Library, and Westchester Regional Library) with Miami Palmetto Adult Education Center are from April 1, 2021 to December 21, 2022.



Morris Copeland
Chief Community Services Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
10-5-21

RESOLUTION NO. _____

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FIVE AFFILIATING AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR THE USE OF VARIOUS MIAMI-DADE PUBLIC LIBRARY SYSTEM LOCATIONS FOR ADULT EDUCATION CLASSES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE AFFILIATING AGREEMENTS FOR THE USE OF LIBRARY SPACE FOR ADULT EDUCATION CLASSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves, in substantially the form attached hereto as Attachment A, the Affiliating Agreements between Miami-Dade County and the School Board of Miami-Dade County for Adult Education ESOL (English Speaker of Other Languages) classes at Northeast Dade-Aventura Branch Library, Pinecrest Branch Library, Kendale Lakes Branch Library, Kendall Branch Library, and Westchester Regional Library, in accordance with Section 2-9 and 2-10 of the Code of Miami-Dade County, Florida.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all rights contained therein of the Affiliating Agreements.

Section 3. Delegates to the County Mayor or County Mayor’s designee the authority to enter into future affiliating agreements with the School Board of Miami-Dade County for adult education classes at Miami-Dade Public Library System locations, subject to legal approval by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|---------------------------------------|------------------------|
| Jose “Pepe” Diaz, Chairman | |
| Oliver G. Gilbert, III, Vice-Chairman | |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Melanie J. Spencer



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

ON-CAMPUS

OFF-CAMPUS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 5th day of April, 2021 by and
 Between Miami-Dade County by and through Northeast Branch, 2930 Aventura Blvd.,
Name of Organization Address
Aventura, FL 33180, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida, for North Miami Adult Education Center

TERMS OF AGREEMENT

The agreement shall commence on May 3rd, 2021 and shall terminate on July 30, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

Public Library

ORGANIZATION

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Ray Baker, Executive Director
 Contact Person

(305) 375-5026
 Phone Number

(305) 270-2983
 Fax Number

Eugenie Laguerre, Assistant Principal
 Contact Person

(305) 981-6774
 Phone Number

(305) 895-6248
 Fax Number

Page ___ of ___

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://1Ww.v.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment under this Agreement; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either

Page ___ of ___

party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes. Either party's failure to honor the other party's request for indemnification constitutes a material breach of this Agreement and may, at the option of the indemnitee, result in immediate termination of the Agreement.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

Page ___ of ___

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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)(I). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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.

Page ____ of ____

IF THE ORGANIZATION 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.

BACKGROUND SCREENING

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 Organization agrees that Organization 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, Organization 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 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, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this

Page ____ of ____

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 Organization/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. Organization 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. Organization 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. Organization 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 Organization 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 Organization 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.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state

Page ____ of ____


agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization 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/crises 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 Organization.


Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

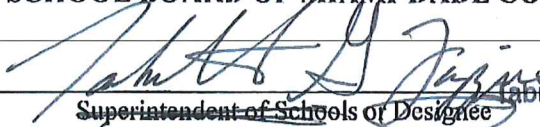
[signature page follows]

Page ____ of ____



 Organization Representative Signature
 JD Patterson, Chief Public Safety Officer
 Date: 3/22/2021


 Daniella Levine Cava
 Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 Superintendent of Schools or Designee
 Tabitha G. Fazzino
 DESIGNEE
 Date: 5/24/2021


 Chief Administrator/Region Director
 Date: 4/12/21


 Principal/Originating Department
 jdavila@dadeschools.net
 Office of Risk and Benefits
 Management
 2021.04.30 09:16:53 -04'00'
 Risk Management
 Date: 11/16/20

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney
 Date: 05/05/21

ADDENDUM # 1

TO

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

NORTH MIAMI SENIOR ADULT EDUCATION CENTER

(NORTH MIAMI ADULT)

AND

MIAMI-DADE COUNTY PUBLIC LIBRARY SYSTEM

NORTHEAST BRANCH LIBRARY

The Miami-Dade County Public Schools/North Miami Adult Education Center has entered into a contractual agreement with Miami Dade County Public Library System.

Northeast Branch Library

NOW, therefore, in consideration of the mutual promises and covenants her in Contained, it is mutually aged as follow:

Section 1

The Miami-Dade County School Board/North Miami Senior Adult Education Center will:

1. Provide qualified instructors to teach English Speaker of Other Languages (ESOL) classes Levels one (1)-six (6).
2. Provide educational instruction in accordance with ss 1004.93, Florida Statutes, Title XLVIII for the 2018-2019 School Year.
3. Supervise instruction, curriculum content and delivery
4. Allow visitors to sit in and observe one (1) class session.
5. Inform students of the \$40.00 per student, per term is payable to North Miami Adult Education Center in accordance with Florida Statute 1009.22

Section 2

Miami-Dade County Public Library System - North Miami Public Library will:

1. Insure M-DCPS/North Miami Adult Education is provided appropriate classroom space and security.
2. Provide reasonable security for all equipment/materials furnished by North Miami Adult Education.
3. The Branch Manager or their designee will provide support to coordinate programs with North Miami Adult Education Center.
4. Agree that any changes in schedules of service will be discussed with and approved by North Miami Adult.

Agency Official (please print) _____

Signature: _____

Ray Bate
Ray Bate

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Third-Party Extracurricular Activities
Summer 2020 and School Year 2020-21

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities being held on the campus(es) of the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will have third-party organizations ("Organizations") conducting certain extracurricular activities, including summer camps, on its campus(es) beginning in the Summer of 2020 and continuing into the 2020-21 school year. I understand that if I or my child(ren) choose to participate in these Organizations' activities (hereinafter "Activity"), the Activity will be controlled, organized, contracted, staffed and insured independent of the School Board, and will be conducted with the safety protocols these Organizations deem appropriate under the circumstances at the time, which may be subject to change. I understand that the School Board will not be responsible for implementing, supervising, or informing the Activity Participant(s) of this Organization's safety protocols, and that it is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, as well as those the Organization provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), these Organizations, School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

Exención de Responsabilidad por las
Obligaciones de los Participantes de la Actividad

Actividades Extracurriculares y Voluntarios de Terceros durante el COVID-19
Verano del 2020 y Curso Escolar del 2020-21

Actividad Extra-Curricular: _____

Nombre del Padre de Familia / Tutor: _____

Nombre del / de los Niño(s) que Participan: _____

Deseo participar o permitir que mi(s) hijo(s) ("Participante de la Actividad") participen en una o más actividades extracurriculares voluntarias que se llevan a cabo en el/los recinto(s) de la Junta Escolar del Condado Miami-Dade, Florida ("Junta Escolar"). Reconozco que el nuevo coronavirus conocido como COVID-19 ha sido declarado una pandemia mundial y se cree que es contagioso y se contagia por contacto de persona a persona, incluso en el Condado Miami-Dade. Además, reconozco que las agencias federales, estatales y locales recomiendan el distanciamiento social y otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar tendrá organizaciones de terceros ("Organizaciones") que llevarán a cabo ciertas actividades extracurriculares, incluidos los campamentos de verano, en su(s) recinto(s) a partir del verano del 2020 y continuarán hasta el curso escolar del 2020-21. Entiendo que si yo o mi(s) hijo(s) eligen participar en las actividades de estas Organizaciones (en adelante, "Actividad"), la Actividad será controlada, organizada, contratada, dotada de personal y asegurada independientemente de la Junta Escolar, y se llevará a cabo con los protocolos de seguridad que estas organizaciones consideran apropiados según las circunstancias del momento, que pueden estar sujetos a cambios. Entiendo que la Junta Escolar no será responsable de implementar, supervisar o informar a los Participantes de la Actividad de los protocolos de seguridad de esta Organización, y que es mi exclusiva responsabilidad, así como la del Participante de la Actividad, cumplir con todos los protocolos de seguridad estatales, federales y locales, así como los que proporciona la Organización.

En un esfuerzo por asegurar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluido(s) mi(s) hijo(s), estén sanos y seguros cuando participen en la Actividad. Al firmar a continuación, acepto que yo:

- Realizaré controles diarios de temperatura en mi(s) hijo(s) para detectar fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100.4 F o 38.0 C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta que haya(n) estado sin fiebre durante al menos 72 horas.
- Haré una inspección visual de mi(s) hijo(s) en busca de signos de enfermedad que podrían incluir: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, nueva pérdida de sabor u olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas sonrojadas, respiración rápida o dificultad para respirar (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) exhibido alguno de estos signos o síntomas, no permitiré que participe(n) en la Actividad hasta que no haya(n) estado sin signos o síntomas durante al menos 72 horas.
- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo por COVID-19 en los últimos 14 días, no está(n) esperando los resultados de la prueba basados en un

caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado dentro de los 14 días de un área sujeta al Aviso de Salud de Viaje de Nivel 3 de los CDC.

- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con alguien que haya dado positivo por COVID-19 en los últimos 14 días, esté esperando los resultados de la prueba en función de un caso diagnosticado o sospechoso de COVID-19, o ha(n) regresado de un área altamente impactada sujeta a un Aviso de Salud de Viaje de Nivel 3 de los CDC. Si mi(s) hijo(s) ha(n) estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participen en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.
- Recogeré inmediatamente a mi(s) hijo(s), o haré arreglos para que lo(s) recojan, si hay signos o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de enfermedades durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y afirmo todas las declaraciones anteriores. También entiendo que yo o mi(s) hijo(s) podemos estar expuestos o infectados inevitablemente por COVID-19 como resultado de la participación en la Actividad, y que dicha exposición o infección puede provocar lesiones personales, enfermedades, y/o muerte. Entiendo que el riesgo de exposición o infección puede ser el resultado de acciones, omisiones o negligencia por parte de mí, mis hijos, estas Organizaciones, el personal de la Junta Escolar, voluntarios o agentes, otros participantes de la Actividad u otros que no figuran en la lista, y Reconozco que todos estos riesgos son conocidos por mí.

Teniendo en cuenta que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en mi nombre y el de mi(s) hijo(s), así como cualquier persona que tenga derecho a actuar en mi nombre, por este medio renuncio consciente y voluntariamente para siempre, exonero y eximo de responsabilidad a la Junta Escolar y a sus empleados y agentes de todos y cada uno de los reclamos, demandas, responsabilidades, acciones, juicios, honorarios de abogados, costos y cualquier gasto de cualquier tipo que resulte de lesiones o daños, basado en agravio u otros, yo y/o mi(s) hijo(s), o mi o nuestros representantes, sostenemos durante o relacionados con la participación de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención o cualquier parte de la misma es inválida o inaplicable por algún motivo, las disposiciones restantes de esta Exención, así como cual(es) quier(a) otro(s) acuerdo(s) relacionado con mi participación o la de mi(s) hijo(s) en esta Actividad no se verá afectada y permanecerá en pleno vigor y efecto.

Firma del Padre de Familia / Tutor

Firma del Participante de la Actividad

Nombre Escrito del Padre de Familia / Tutor

Nombre Escrito del Participante de la Actividad

Fecha de la firma

Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Dispans, Liberasyon, Dechajman Responsablite

**COVID19 ak Aktivite Volontè Andeyò Orè Lekòl Antite Endepandan ap Òganize
Ete 2020 ak Anc Lekòl 2020-21**

Aktivite Andeyò Orè Lekòl _____

Non Paran/Gadyen _____

Non Timoun ki Ap Patisipe a(yo) _____

Mwen vle patisipe oubyen pèmèt pitit mwen (Patisipan nan Aktivite) a patisipe nan youn oubyen plis aktivite volontè andeyò orè lekòl ki fèt sou kanpous Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl"). Mwen rekonèt nouvo 'coronavirus' yo rele COVID-19 la, yo deklare li kòm youn pandemi, yo kwè li kontajye e moun ka transmèt li bay moun, nan zòn tankou Miami-Dade County. Anplis, mwen rekonèt ajans federal, eta ak lokal yo rekòmande distans sosyal ak lòt mezi pou fè prevansyon kont pwopagasyon COVID-19 la.

Komisyon Konsèy Lekòl la ap gen òganizasyon ("Òganizasyon") endepandan ki ap òganize kèk aktivite andeyò orè lekòl, tankou kan e, sou kanpous li yo, kòmanse nan Ete 2020 an e yo ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann si mwen menm oubyen pitit mwen chwazi patisipe nan aktivite Òganizasyon sa yo, (yo rele "Aktivite"), yo ap kontwole, òganize, kontrakte, ofri pèsònèl pou Aktivite a endepandamman de Komisyon Konsèy Lekòl la, e yo ap fè li selon pwotokòl sekirite Òganizasyon yo, yo jije ki apwopriye selon sikonstans moman an, ki kapab chanje. Mwen konprann Komisyon Konsèy Lekòl la pap responsab pou enplemantasyon, sipèvizyon, oubyen enfòmasyon pou Patisipan nan Aktivite a konsènan pwotokòl sekirite Òganizasyon sa a, e se responsablite pa mwen sèlman, ansanm ak Patisipan nan Aktivite a, pou n suiv tout pwotokòl sekirite eta, federal, ak lokal yo, ansanm ak pwotokòl Òganizasyon an ofri.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans Patisipan nan Aktivite yo, tankou pitit mwen yo, pou yo ansante e ansekirite pandan y ap patisipe nan Aktivite a. Nan siyen anba a, mwen dakò mwen ap:

- Tcheke tanperati pitit mwen chak jou pou fè depistaj lafyèvan avan yo rive nan Aktivite a. Yo defini lafyèvan kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen gen lafyèvan, mwen pap pèmèt li patisipe nan Aktivite a jiskaske lafyèvan la tonbe pou omwen 72 èdtan.
- Fè yon enspeksyon vizyèl sou pitit mwen pou detekte siy maladi tankou: lafyèvan oubyen frison, grip, souf kout oubyen difikilte pou respire, fatig, doule nan misk oubyen nan kò, tèt fè mal, nouvo pèt gou oubyen abilite pou pran sant, gòj fè mal, nen bouche oubyen nen koule, noze oubyen vomisman, dyare, woujisman nan vizaj, respirasyon rapid oubyen difikilte pou respire (san ou pa sot fè okenn aktivite), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen prezante youn nan siy oubyen sentòm sa yo, mwen pap pèmèt li patisipe nan Aktivite a jiskaske li pa gen okenn siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t teste pozitif pandan 14 dènye jou yo, li pa gen rezilta egzamen l ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje.
- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t an kontak avèk yon moun ki te oubyen teste pozitif pou COVID-19 nan 14 dènye jou yo, ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki trè afekte e ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje. Si pitit mwen te an kontak avèk yon moun, ki gen ladan moun ki nan menm kay la, mwen pap pèmèt li patisipe nan Aktivite a jiskaske 14 jou fin pase depi lè kontak la te fèt.
- Rapidman al chèche pitit mwen, oubyen fè aranjman pou yon moun vin chèche li, si li prezante siy oubyen sentòm maladi a. Mwen konprann pitit mwen dwe rete lakay jiskaske li pa malad pou omwen 72 èdtan san li pa pran medikaman.

Nan siyen dokiman sa a, mwen rekonèt e mwen konfime tout deklarasyon ki anwo yo. Mwen konprann tou pitit mwen kapab ekspoze oubyen enfekte ak COVID-19 yon fason li pa ka evite akòz li ap patisipe nan Aktivite a, e lefètke li ekspoze oubyen li enfekte, sa ka lakoz blezi pèsonèl, maladi e/oubyen lanmò. Mwen konprann risk pou pitit mwen ekspoze oubyen enfekte kapab se rezilta aksyon, omisyon, oubyen neglijan mwen menm, pitit mwen oubyen Òganizasyon sa yo anplwaye Komisyon Konsèy Lekòl la, volontè, oubyen ajan, lòt patisipan nan Aktivite a, oubyen lòt moun ki pa nan lis la, e mwen rekonèt mwen okouran risk sa yo egziste.

Lè mwen konsidere pitit mwen kapab patisipe nan Aktivite a, mwen menm, nan non pa mwen e nan non pitit mwen, ansanm ak neupòt moun ki gen dwa pou l aji nan non mwen, nan dokiman sa a, mwen volontèman e koryamanm dispans, libere e mwen dechaje Komisyon Konsèy Lekòl la pou toutan de tout reklamasyon, pousuit nan lajistis, responsablite, aksyon, jijman, frè avoka, frè, ak neupòt depans sou kèlkeswa fòm nan ki ka sot nan blezi oubyen domaj, baze sou responsablite ou non, mwen menm e/oubyen pitit mwen, reprezantan mwen oubyen reprezantan yo, viktim pandan oubyen anrapò ak patisipasyon oubyen enplikasyon pitit mwen nan aktivite a.

Si yo detèmine Dispans, Liberasyon, Dechajman Responsablite sa a oubyen kèlkeswa pòsyon ki ladan envalid oubyen inaplikab pou kèlkeswa rezon an, pwovizyon ki rete nan Dispans, Liberasyon, Dechajman Responsablite sa a, ansanm ak kèlkeswa lòt akò konsènan patisipasyon mwen menm oubyen pitit mwen nan Aktivite sa a, pa ta dwe afekte e yo ta dwe kenbe tout fòs ak efè yo.

Siyati Paran/Gadyen

Siyati Patisipan nan Aktivite a

Enprime Non Paran/Gadyen

Enprime Non Patisipan nan Aktivite a

Dat Siyati a

Dat Siyati a


Rec'd 4/8/21

Memorandum



Date: December 7, 2020
To: Melissa Adames
Director, Clerk of the Board
From: Daniella Levine Cava *Daniella Levine Cava*
Mayor
Subject: Administrative Order 2-3
Signature Authority

Effective immediately, this memo authorizes the following staff members to sign documents and agreements, which have been reviewed by the County Attorney as to form and legal sufficiency, and approved by official action of the Board of County Commissioners. In addition, these signatures will authorize submission of agenda items to the Office of Agenda Coordination.



J.D. Patterson Jr.
Chief Public Safety Officer

c: Eugene Love, Director, Office of Agenda Coordination

CHAMBERS, JANICE D

From: MADRIGAL, JORDAN A
Sent: Wednesday, May 5, 2021 3:43 PM
To: CHAMBERS, JANICE D
Cc: LUCAS, KIM; CRUZ, YOKASTA J
Subject: RE: MIAMI-DADE COUNTY BY & THROUGH NORTHEAST BRANCH AFFILIATING AGREEMENT FOR NORTH MIAMI ADULT
Attachments: AA Northeast Branch Library - Miami-Dade County - SBAO Signed.pdf; Waiver - NE Branch Library - Miami-Dade County - Signed.pdf; RE: MDCPS Affiliated Agreements

Good afternoon,

Attached is the signed agreement and waiver for routing to the Superintendent's office. I noticed that the addendum prepared in March 2021 (see attached) was instead incorporated into the form agreement. Going forward, please be sure to leave the 6103 form agreement intact and make any changes only through an addendum.

I believe the only change that was made to the main agreement was to the Indemnification section (with language we agreed to), but please let me know if there were any other alterations made. Otherwise, it is legally sufficient for routing.

We are available if you have any questions or need anything further.

Best,



Jordan Madrigal, Esq.
 Assistant School Board Attorney
 Miami-Dade County Public Schools
 1450 Northeast Second Avenue,
 Suite 411E
 Miami, Florida 33132
 Tel: (305) 995-1304
 Fax: (305) 995-1412
jordanmadrigal@dadeschools.net

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

THIS MESSAGE IS INTENDED ONLY FOR THE RECEIPT BY AND USE OF THE INDIVIDUAL TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS ATTORNEY WORK PRODUCT, PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, DELETE THE ORIGINAL MESSAGE AND RETURN ANY HARD COPIES TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

From: LUCAS, KIM <KLucas@dadeschools.net>
Sent: Tuesday, May 4, 2021 3:12 PM

Good morning,

The attached affiliating agreement is ready for your review and signature.

Thanks!



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

ON-CAMPUS

OFF-CAMPUS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1 day of January, 2021 by and

Between Miami Dade County by & through Pinecrest Library, 5335 SW 111 Street,
Name of Organization Address

Pinecrest, FL 33156, hereinafter referred to as the Organization and The School
City/State/Zip Code

Board of Miami-Dade County, Florida, for Miami Palmetto Adult and Community Education Center

TERMS OF AGREEMENT

The agreement shall commence on May 1, 2021 and shall terminate on December 31, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

Provide English for Speakers of Other Languages (ESOL) at the Miami-Dade Public Library System.

| ORGANIZATION | SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA |
|---------------------------------------|--|
| <u>Ray Baker</u> Contact Person | <u>Octavia Williams</u> Contact Person |
| <u>(305) 375-5026</u> Phone Number | <u>(305) 270-2707</u> Phone Number |
| <u>(305) 270-2983</u> Fax Number | <u>(305) 270-2708</u> Fax Number |

Page 2 of 8

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://1Ww.v.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment under this Agreement; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either

Page 3 of 8

party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes. Either party's failure to honor the other party's request for indemnification constitutes a material breach of this Agreement and may, at the option of the indemnitee, result in immediate termination of the Agreement.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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)(I). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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.

BACKGROUND SCREENING

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 Organization agrees that Organization 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, Organization 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 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, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this

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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 Organization/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. Organization 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. Organization 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. Organization 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 Organization 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 Organization 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.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state


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agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization 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/crises 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 Organization.

Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

[signature page follows]


 Organization Representative Signature
 JD Patterson, Chief Public Safety Officer
 Date: 3/22/2021
 Print Name: Daniella Levine Carr
 Major

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 Superintendent of Schools or Designee
 Tabitha G. Fazzino
 DESIGNEE
 Date: 5/24/2021

 Chief Administrator/Region Director
 Date: 1-21-2021

 Principal/Originating Department
 Date: 14 April 2021
 jdavila@dadeschools.net
 Office of Risk and Benefits Management
 2021.04.30 08:27:33 -04'00'
 Risk Management
 Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney
 Date: 05/05/21

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities
Summer 2020 and School Year 2020-21

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities conducted by the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will conduct certain extracurricular activities, including summer camps, in the Summer of 2020 and continuing into the 2020-21 school year. I understand that these activities, (hereinafter "Activity") will be conducted with safety protocols appropriate under the circumstances at the time, which may be subject to change. For the safety of all people involved, Activity Participants will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students. It is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, including those the School Board provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I and/or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

**Exención de Responsabilidad por las
Obligaciones de los Participantes de la Actividad**

Actividades Extracurriculares Voluntarias durante el COVID-19

Verano del 2020 y Curso Escolar del 2020-21

Actividad Extra-Curricular: _____

Nombre del Padre de Familia / Tutor: _____

Nombre del / de los Niño(s) que Participan: _____

Deseo participar o permitir que mi(s) hijo(s) ("Participante de la Actividad") participen en una o más actividades extracurriculares voluntarias realizadas por la Junta Escolar del Condado Miami-Dade, Florida ("Junta Escolar"). Reconozco que el nuevo coronavirus conocido como COVID-19 ha sido declarado una pandemia mundial y se cree que es contagioso y se propaga por contacto de persona a persona, incluso en el Condado Miami-Dade. Además, reconozco que las agencias federales, estatales y locales recomiendan el distanciamiento social y otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar llevará a cabo ciertas actividades extracurriculares, incluidas los campamentos de verano, en el verano del 2020 y continuarán hasta el curso escolar del 2020-21. Entiendo que actividades, (en adelante, "Actividad"), se llevará a cabo con los protocolos de seguridad apropiados según las circunstancias del momento, que pueden estar sujetos a cambios. Por la seguridad de todas las personas que participan, los Participantes de la Actividad, deberán cumplir con todos los protocolos de seguridad y están sujetos a la eliminación inmediata de la Actividad si no cumplen. Las actividades extracurriculares son un privilegio, y no un derecho, de los estudiantes de escuelas públicas. Es exclusivamente mi responsabilidad, así como la del Participante de la Actividad, cumplir con todos los protocolos de seguridad estatal, federal y local, incluida la que proporciona la Junta Escolar.

En un esfuerzo por asegurar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluido(s) mi(s) hijo(s), estén sanos y seguros cuando participen en la Actividad. Al firmar a continuación, acepto que yo:

- Realizaré controles diarios de temperatura en mi(s) hijo(s) para detectar fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100.4 F o 38.0 C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta que haya(n) estado sin fiebre durante al menos 72 horas.
- Haré una inspección visual de mi(s) hijo(s) en busca de señales de enfermedad que podrían incluir: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, nueva pérdida de sabor u olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas sonrojadas, respiración rápida o dificultad para respirar (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) exhibido alguno de estas señales o síntomas, no permitiré que participe(n) en la Actividad hasta que no haya(n) estado sin señales o síntomas durante al menos 72 horas.
- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo por COVID-19 en los últimos 14 días, no está(n) esperando los resultados de la prueba basado en un caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado dentro de los 14 días de un área sujeta al Aviso de Salud de Viaje de Nivel 3 de los CDC.

- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con alguien que haya dado positivo por COVID-19 en los últimos 14 días, esté esperando los resultados de la prueba en función de un caso diagnosticado o sospechoso de COVID-19, o ha(n) regresado de un área altamente impactada sujeta a un Aviso de Salud de Viaje de Nivel 3 de los CDC. Si mi(s) hijo(s) ha(n) estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participen en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.
- Recogeré inmediatamente a mi(s) hijo(s), o haré arreglos para que lo(s) recojan, si hay señales o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de enfermedades durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y afirmo todas las declaraciones anteriores. También entiendo que yo o mi(s) hijo(s) podemos estar expuestos o infectados inevitablemente por COVID-19 como resultado de la participación en la Actividad, y que dicha exposición o infección puede provocar daños personales, enfermedad, y/o muerte. Entiendo que el riesgo de exposición o infección puede ser el resultado de acciones, omisiones o negligencia por parte de mí, mis hijos, el personal de la Junta Escolar, voluntarios o agentes, otros participantes de la Actividad u otros que no figuran en la lista, y Reconozco que todos estos riesgos son conocidos por mí.

Teniendo en cuenta que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en mi nombre y el de mi(s) hijo(s), así como cualquier persona que tenga derecho a actuar en mi nombre, por este medio renuncio consciente y voluntariamente para siempre, exonero y eximo de responsabilidad a la Junta Escolar y a sus empleados y agentes de todos y cada uno de los reclamos, demandas, responsabilidades, acciones, juicios, honorarios de abogados, costos y cualquier gasto de cualquier tipo que resulte de lesiones o daños, basado en agravio u otros, yo y/o mi(s) hijo(s), o mi o nuestros representantes, sostenemos durante o relacionados con la participación de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, que exime y libera de toda responsabilidad, o cualquier parte de la misma es inválida o inaplicable por algún motivo, las disposiciones restantes de esta Exención, que exime y libera de toda responsabilidad, como cual(es) quier(a) otro(s) acuerdo(s) relacionado con mi participación o la de mi(s) hijo(s) en esta Actividad no se verá afectada y permanecerá en pleno vigor y efecto.

Firma del Padre de Familia / Tutor

Firma del Participante de la Actividad

Imprimir nombre del Padre de Familia / Tutor

Imprimir nombre del Participante de la Actividad

Fecha de la firma

Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Dispans, Liberasyon, Dechajman Responsablite

COVID19 ak Aktivite Volontè Andeyò Orè Lekòl
Ete 2020 ak Ane Lekòl 2020-21

Aktivite Andeyò Orè Lekòl _____

Non Paran/Gadyen _____

Non Timoun ki Ap Patisipe a(yo) _____

Mwen vle patisipe oubyen pèmèt pitit mwen (Patisipan nan Aktivite) a patisipe nan youn oubyen plis aktivite volontè andeyò orè lekòl Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl") ap fè. Mwen rekonèt nouvo 'coronavirus' yo rele COVID-19 la, yo deklare li kòm yon pandemi, yo kwè li kontajye e moun ka transmèt li bay moun, nan zòn tankou Miami-Dade County. Anplis, mwen rekonèt ajans federal, eta ak lokal yo rekòmande distans sosyal ak lòt mezi pou fè prevansyon kont pwopagasyon COVID-19 la.

Komisyon Konsèy Lekòl la ap òganize kèk aktivite andeyò orè lekòl, tankou kan ete, nan Ete 2020 an e yo ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann aktivite sa yo, (yo rele "Aktivite"), ap fèt selon pwotokòl sekirite ki apwopriye selon sikonstans moman an, ki kapab chanje. Pou sekirite tout moun ki ap patisipe yo, Patisipan nan Aktivite yo dwe suiv tout pwotokòl yo e yo ka retire yo nan Aktivite yo imedyatman si yo pa obeyi. Aktivite andeyò orè lekòl se yon privilèj, e se pa yon dwa elèv lekòl leta yo genyen. Se responsablite pa mwen sèlman, ansanm ak Patisipan nan Aktivite a, pou n suiv tout pwotokòl sekirite eta, federal, ak lokal yo, ansanm ak pwotokòl Komisyon Konsèy Lekòl la ofri.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans Patisipan nan Aktivite yo, tankou pitit mwen yo, pou yo ansante e ansekirite pandan y ap patisipe nan Aktivite a. Nan siyen anba a, mwen dakò mwen ap:

- Tcheke tanperati pitit mwen chak jou pou fè depistaj lafyèv avan yo rive nan Aktivite a. Yo defini lafyèv kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen gen lafyèv, mwen pap pèmèt li patisipe nan Aktivite a jiskaske lafyèv la tonbe pou omwen 72 èdtan.
- Fè yon enspeksyon vizyèl sou pitit mwen pou detekte siy maladi tankou: lafyèv oubyen frison, grip, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen nan kò, tèt fè mal, nouvo pèt gou oubyen abilite pou pran sant, gòj fè mal, nen bouche oubyen nen koule, noze oubyen vomisman, dyare, woujisman nan vizaj, respirasyon rapid oubyen difikilte pou respire (san ou pa sot fè okenn aktivite), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen prezante youn nan siy oubyen sentòm sa yo, mwen pap pèmèt li patisipe nan Aktivite a jiskaske li pa gen okenn siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t teste pozitif pandan 14 dènye jou yo, li pa gen rezilta egzamen l ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje.
- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t an kontak avèk yon moun ki te oubyen teste pozitif pou COVID-19 nan 14 dènye jou yo, ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, oubyen li pa t retounen sot nan yon zòn ki trè afekte e ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje. Si pitit mwen te an kontak avèk yon moun konsa, ki gen ladan moun ki nan menm kay la, mwen pap pèmèt li patisipe nan Aktivite a jiskaske 14 jou fin pase depi lè kontak la te fèt.
- Rapidman al chèche pitit mwen, oubyen fè aranjman pou yon moun vin chèche li, si li prezante siy oubyen sentòm maladi a. Mwen konprann pitit mwen dwe rete lakay jiskaske li pa malad pou omwen 72 èdtan san li pa pran medikaman.

Nan siyen dokiman sa a, mwen rekonèt e mwen konfime tout deklarasyon ki anwo yo. Mwen konprann tou pitit mwen kapab ekspoze oubyen enfekte ak COVID-19 yon fason li pa ka evite akòz li ap patisipe nan Aktivite a, e lefètke li ekspoze oubyen li enfekte, sa ka lakoz blesi pèsonèl, maladi e/oubyen lanmò. Mwen konprann risk pou pitit mwen ekspoze oubyen enfekte kapab se rezilta aksyon, omisyon, oubyen neglijan mwen menm, pitit mwen, anplwaye Komisyon Konsèy Lekòl la, volontè, oubyen ajan, lòt patisipan nan Aktivite a, oubyen lòt moun ki pa nan lis la, e mwen rekonèt mwen okouran risk sa yo egziste.

Lè mwen konsidere pitit mwen kapab patisipe nan Aktivite a, mwen menm, nan non pa mwen e nan non pitit mwen, ansanm ak nenpòt moun ki gen dwa pou l aji nan non mwen, nan dokiman sa a, mwen volontèman e kosalman dispans, libere e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye e ajan li pou toutan de tout reklamasyon, pousuit nan lajistis, responsablite, aksyon, jijman, frè avoka, frè, ak nenpòt depans sou kèlkeswa fòm nan ki ka soti nan blesi oubyen domaj, baze sou responsablite ou non, mwen menm e/oubyen pitit mwen, reprezantan mwen oubyen reprezantan yo, viktim pandan oubyen anrapò ak patisipasyon oubyen enplikasyon pitit mwen nan aktivite a.

Si yo detèmine Dispans, Liberasyon, Dechajman Responsablite sa a oubyen kèlkeswa pòsyon ki ladan envalid oubyen inaplikab pou kèlkeswa rezon an, pwovi zyon ki rete nan Dispans, Liberasyon, Dechajman Responsablite sa a, ansanm ak kèlkeswa lòt akò konsènan patisipasyon mwen menm oubyen pitit mwen nan Aktivite sa a, pa ta dwe afekte e yo ta dwe kenbe tout fòs ak efè yo.

Siyati Paran/Gadyen

Siyati Patisipan nan Aktivite a

Enprime Non Paran/Gadyen

Enprime Non Patisipan nan Aktivite a

Dat Siyati a

Dat Siyati a



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

- ON-CAMPUS
 OFF-CAMPUS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1 day of January, 2021 by and
 Between Miami Dade County by & through Westchester Library, 9445 Coral Way,
Name of Organization Address
Miami, Fl. 33165, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida, for Miami Palmetto Adult and Community Education Center

TERMS OF AGREEMENT

The agreement shall commence on May 1, 2021 and shall terminate on December 31, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

Provide English for Speakers of Other Languages (ESOL) at the Miami-Dade Public Library System.

| ORGANIZATION | SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA |
|---------------------|--|
| Ray Baker | Octavia Williams |
| Contact Person | Contact Person |
| (305) 375-5026 | (305) 270-2707 |
| Phone Number | Phone Number |
| (305) 270-2983 | (305) 270-2708 |
| Fax Number | Fax Number |

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DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullwidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://1Ww.v.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment under this Agreement; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either

Page 3 of 8

party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes. Either party's failure to honor the other party's request for indemnification constitutes a material breach of this Agreement and may, at the option of the indemnitee, result in immediate termination of the Agreement.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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 Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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.

BACKGROUND SCREENING

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 Organization agrees that Organization 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, Organization 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 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, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this

Page 6 of 8

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 Organization/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. Organization 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. Organization 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. Organization 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 Organization 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 Organization 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.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state

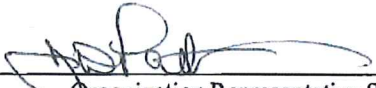
Page 7 of 8

agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization 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/crises 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 Organization.

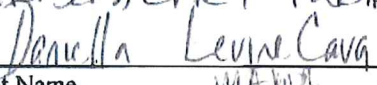
Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

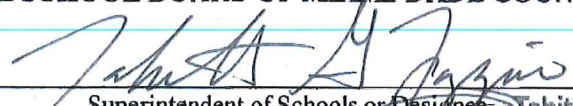
[signature page follows]

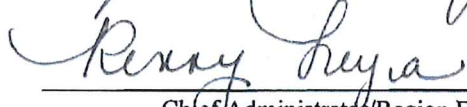

 Organization Representative Signature 3/22/2021
Date

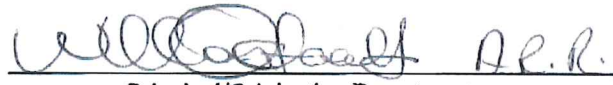
JD Patterson, Chief Public Safety Officer

for 
 Print Name M.A. FOR

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 Superintendent of Schools or Designee 5/24/2021
Date Tabitha G. Fazzino


 Chief Administrator/Region Director 4.21.2021
Date DESIGNEE


 Principal/Oriinating Department 14 April 2021
Date

jdavila@dadeschools.net
 Office of Risk and Benefits Management
 2021.04.30 08:29:26 -04'00'

Risk Management Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney 05/05/21
Date

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities
Summer 2020 and School Year 2020-21

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities conducted by the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will conduct certain extracurricular activities, including summer camps, in the Summer of 2020 and continuing into the 2020-21 school year. I understand that these activities, (hereinafter "Activity") will be conducted with safety protocols appropriate under the circumstances at the time, which may be subject to change. For the safety of all people involved, Activity Participants will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students. It is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, including those the School Board provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I and/or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

**Exención de Responsabilidad por las
Obligaciones de los Participantes de la Actividad**

Actividades Extracurriculares y Voluntarios de Terceros durante el COVID-19

Verano del 2020 y Curso Escolar del 2020-21

Actividad Extra-Curricular: _____

Nombre del Padre de Familia / Tutor: _____

Nombre del / de los Niño(s) que Participan: _____

Deseo participar o permitir que mi(s) hijo(s) ("Participante de la Actividad") participen en una o más actividades extracurriculares voluntarias que se llevan a cabo en el/los recinto(s) de la Junta Escolar del Condado Miami-Dade, Florida ("Junta Escolar"). Reconozco que el nuevo coronavirus conocido como COVID-19 ha sido declarado una pandemia mundial y se cree que es contagioso y se contagia por contacto de persona a persona, incluso en el Condado Miami-Dade. Además, reconozco que las agencias federales, estatales y locales recomiendan el distanciamiento social y otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar tendrá organizaciones de terceros ("Organizaciones") que llevarán a cabo ciertas actividades extracurriculares, incluidos los campamentos de verano, en su(s) recinto(s) a partir del verano del 2020 y continuarán hasta el curso escolar del 2020-21. Entiendo que si yo o mi(s) hijo(s) eligen participar en las actividades de estas Organizaciones (en adelante, "Actividad"), la Actividad será controlada, organizada, contratada, dotada de personal y asegurada independientemente de la Junta Escolar, y se llevará a cabo con los protocolos de seguridad que estas organizaciones consideran apropiados según las circunstancias del momento, que pueden estar sujetos a cambios. Entiendo que la Junta Escolar no será responsable de implementar, supervisar o informar a los Participantes de la Actividad de los protocolos de seguridad de esta Organización, y que es mi exclusiva responsabilidad, así como la del Participante de la Actividad, cumplir con todos los protocolos de seguridad estatales, federales y locales, así como los que proporciona la Organización.

En un esfuerzo por asegurar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluido(s) mi(s) hijo(s), estén sanos y seguros cuando participen en la Actividad. Al firmar a continuación, acepto que yo:

- Realizaré controles diarios de temperatura en mi(s) hijo(s) para detectar fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100.4 F o 38.0 C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta que haya(n) estado sin fiebre durante al menos 72 horas.
- Haré una inspección visual de mi(s) hijo(s) en busca de signos de enfermedad que podrían incluir: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, nueva pérdida de sabor u olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas sonrojadas, respiración rápida o dificultad para respirar (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) exhibido alguno de estos signos o síntomas, no permitiré que participe(n) en la Actividad hasta que no haya(n) estado sin signos o síntomas durante al menos 72 horas.
- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo por COVID-19 en los últimos 14 días, no está(n) esperando los resultados de la prueba basados en un

caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado dentro de los 14 días de un área sujeta al Aviso de Salud de Viaje de Nivel 3 de los CDC.

- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con alguien que haya dado positivo por COVID-19 en los últimos 14 días, esté esperando los resultados de la prueba en función de un caso diagnosticado o sospechoso de COVID-19, o ha(n) regresado de un área altamente impactada sujeta a un Aviso de Salud de Viaje de Nivel 3 de los CDC. Si mi(s) hijo(s) ha(n) estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participen en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.
- Recogeré inmediatamente a mi(s) hijo(s), o haré arreglos para que lo(s) recojan, si hay signos o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de enfermedades durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y afirmo todas las declaraciones anteriores. También entiendo que yo o mi(s) hijo(s) podemos estar expuestos o infectados inevitablemente por COVID-19 como resultado de la participación en la Actividad, y que dicha exposición o infección puede provocar lesiones personales, enfermedades, y/o muerte. Entiendo que el riesgo de exposición o infección puede ser el resultado de acciones, omisiones o negligencia por parte de mí, mis hijos, estas Organizaciones, el personal de la Junta Escolar, voluntarios o agentes, otros participantes de la Actividad u otros que no figuran en la lista, y Reconozco que todos estos riesgos son conocidos por mí.

Teniendo en cuenta que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en mi nombre y el de mi(s) hijo(s), así como cualquier persona que tenga derecho a actuar en mi nombre, por este medio renuncio consciente y voluntariamente para siempre, exonero y eximo de responsabilidad a la Junta Escolar y a sus empleados y agentes de todos y cada uno de los reclamos, demandas, responsabilidades, acciones, juicios, honorarios de abogados, costos y cualquier gasto de cualquier tipo que resulte de lesiones o daños, basado en agravio u otros, yo y/o mi(s) hijo(s), o mi o nuestros representantes, sostenemos durante o relacionados con la participación de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención o cualquier parte de la misma es inválida o inaplicable por algún motivo, las disposiciones restantes de esta Exención, así como cual(es)quier(a) otro(s) acuerdo(s) relacionado con mi participación o la de mi(s) hijo(s) en esta Actividad no se verá afectada y permanecerá en pleno vigor y efecto.

Firma del Padre de Familia / Tutor

Firma del Participante de la Actividad

Nombre Escrito del Padre de Familia / Tutor

Nombre Escrito del Participante de la Actividad

Fecha de la firma

Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Dispans, Liberasyon, Dechajman Responsablite

**COVID19 ak Aktivite Volontè Andeyò Orè Lekòl Antite Endepandan ap Òganize
Ete 2020 ak Ane Lekòl 2020-21**

Aktivite Andeyò Orè Lekòl _____

Non Paran/Gadyen _____

Non Timoun ki Ap Patisipe a(yo) _____

Mwen vle patisipe oubyen pèmèt pitit mwen (Patisipan nan Aktivite) a patisipe nan youn oubyen plis aktivite volontè andeyò orè lekòl ki fèt sou kanpous Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl"). Mwen rekonèt nouvo 'coronavirus' yo rele COVID-19 la, yo deklare li kòm yon pandemi, yo kwè li kontajye e moun ka transmèt li bay moun, nan zòn tankou Miami-Dade County. Anplis, mwen rekonèt ajans federal, eta ak lokal yo rekòmande distans sosyal ak lòt mezi pou fè prevansyon kont pwopagasyon COVID-19 la.

Komisyon Konsèy Lekòl la ap gen òganizasyon ("Òganizasyon") endepandan ki ap òganize kèk aktivite andeyò orè lekòl, tankou kan ete, sou kanpous li yo, kòmanse nan Ete 2020 an e yo ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann si mwen menm oubyen pitit mwen chwazi patisipe nan aktivite Òganizasyon sa yo, (yo rele "Aktivite"), yo ap kontwole, òganize, kontrakte, ofri pèsònèl pou Aktivite a endepandaman de Komisyon Konsèy Lekòl la, e yo ap fè li selon pwotokòl sekirite Òganizasyon yo, yo jije ki apwopriye selon sikonstans moman an, ki kapab chanje. Mwen konprann Komisyon Konsèy Lekòl la pap responsab pou enplemantasyon, sipèvizyon, oubyen enfòmasyon pou Patisipan nan Aktivite a konsènan pwotokòl sekirite Òganizasyon sa a, e se responsablite pa mwen sèlman, ansanm ak Patisipan nan Aktivite a, pou n suiv tout pwotokòl sekirite eta, federal, ak lokal yo, ansanm ak pwotokòl Òganizasyon an ofri.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans Patisipan nan Aktivite yo, tankou pitit mwen yo, pou yo ansante e ansekirite pandan y ap patisipe nan Aktivite a. Nan siyen anba a, mwen dakò mwen ap:

- Tcheke tanperati pitit mwen chak jou pou fè depistaj lafyèvan avan yo rive nan Aktivite a. Yo defini lafyèvan kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen gen lafyèvan, mwen pap pèmèt li patisipe nan Aktivite a jiskaske lafyèvan la tonbe pou omwen 72 èdtan.
- Fè yon enspeksyon vizyèl sou pitit mwen pou detekte siy maladi tankou: lafyèvan oubyen frison, grip, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen nan kò, tèt fè mal, nouvo pèt gou oubyen abilite pou pran sant, gòj fè mal, nen bouche oubyen nen koule, noze oubyen vomisman, dyare, woujisman nan vizaj, respirasyon rapid oubyen difikilte pou respire (san ou pa sot fè okenn aktivite), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen prezante youn nan siy oubyen sentòm sa yo, mwen pap pèmèt li patisipe nan Aktivite a jiskaske li pa gen okenn siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t teste pozitif pandan 14 dènye jou yo, li pa gen rezilta egzamen l ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje.
- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t an kontak avèk yon moun ki te oubyen teste pozitif pou COVID-19 nan 14 dènye jou yo, ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki trè afekte e ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje. Si pitit mwen te an kontak avèk yon moun, ki gen ladan moun ki nan menm kay la, mwen pap pèmèt li patisipe nan Aktivite a jiskaske 14 jou fin pase depi lè kontak la te fèt.
- Rapidman al chèche pitit mwen, oubyen fè aranjman pou yon moun vin chèche li, si li prezante siy oubyen sentòm maladi a. Mwen konprann pitit mwen dwe rete lakay jiskaske li pa malad pou omwen 72 èdtan san li pa pran medikaman.

Nan siyen dokiman sa a, mwen rekonèt e mwen konfime tout deklarasyon ki anwo yo. Mwen konprann tou pitit mwen kapab ekspozé oubyen enfekte ak COVID-19 yon fason li pa ka evite akòz li ap patisipe nan Aktivite a, e lefètke li ekspozé oubyen li enfekte, sa ka lakoz blesi pèsònèl, maladi e/oubyen lanmò. Mwen konprann risk pou pitit mwen ekspozé oubyen enfekte kapab se rezilta aksyon, omisyon, oubyen neglijan mwen menm, pitit mwen oubyen Òganizasyon sa yo anplwaye Komisyon Konsèy Lekòl la, volontè, oubyen ajan, lòt patisipan nan Aktivite a, oubyen lòt moun ki pa nan lis la, e mwen rekonèt mwen okouran risk sa yo egziste.

Lè mwen konsidere pitit mwen kapab patisipe nan Aktivite a, mwen menm, nan non pa mwen e nan non pitit mwen, ansanm ak nenpòt moun ki gen dwa pou l aji nan non mwen, nan dokiman sa a, mwen volontèman e kosyamman dispanse, libere e mwen dechaje Komisyon Konsèy Lekòl la pou toutan de tout reklamasyon, pousuit nan lajistis, responsablite, aksyon, jijman, frè avoka, frè, ak nenpòt depans sou kèlkeswa fòm nan ki ka soti nan blesi oubyen domaj, baze sou responsablite ou non, mwen menm e/oubyen pitit mwen, reprezantan mwen oubyen reprezantan yo, viktim pandan oubyen anrapò ak patisipasyon oubyen enplikasyon pitit mwen nan aktivite a.

Si yo detèmine Dispans, Liberasyon, Dechajman Responsablite sa a oubyen kèlkeswa pòsyon ki ladan envalid oubyen inaplikab pou kèlkeswa rezon an, pwovizyon ki rete nan Dispans, Liberasyon, Dechajman Responsablite sa a, ansanm ak kèlkeswa lòt akò konsènan patisipasyon mwen menm oubyen pitit mwen nan Aktivite sa a, pa ta dwe afekte e yo ta dwe kenbe tout fòs ak efè yo.

Siyati Paran/Gadyen

Siyati Patipisan nan Aktivite a

Enprime Non Paran/Gadyen

Enprime Non Patipisan nan Aktivite a

Dat Siyati a

Dat Siyati a



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

ON-CAMPUS

OFF-CAMPUS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1 day of January, 2021 by and
 Between Miami Dade County by & through Kendale Lakes Librar, 1 5205 SW 88 Street,
Name of Organization Address
Miami Fl. 33196, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida, for Miami Palmetto Adult and Community Education Center

TERMS OF AGREEMENT

The agreement shall commence on May 1, 2021 and shall germinate on
December 31, 2022. In the event of an issue involving health, safety or welfare of Program participants, The
 School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

Provide English for Speakers of Other Languages (ESOL) at the Miami-Dade Public Library System.

ORGANIZATION

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Ray Baker
 Contact Person

(305) 375-5026
 Phone Number

(305) 270-2983
 Fax Number

Octavia Williams
 Contact Person

(305) 270-2707
 Phone Number

(305) 270-2708
 Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://11Ww.v.myflfamilies.com/service-programs/child-care/child-care-license.html>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment under this Agreement; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either

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party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes. Either party's failure to honor the other party's request for indemnification constitutes a material breach of this Agreement and may, at the option of the indemnitee, result in immediate termination of the Agreement.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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)(I). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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.

BACKGROUND SCREENING

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 Organization agrees that Organization 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, Organization 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 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, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization 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 Organization/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. Organization 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. Organization 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. Organization 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 Organization 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 Organization 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.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state


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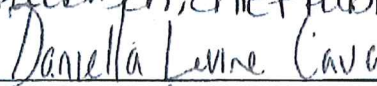
agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization shall maintain Cyber Liability 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/crises 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 Organization.

Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

[signature page follows]



 Organization Representative Signature
 JD Patterson, Chief Public Safety Officer
 Date: 3/22/2021

for

 Print Name: Daniella Levine Cava
 MAFON

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 Superintendent of Schools or Designee
 Tabitha G. Fazzino
 DESIGNEE
 Date: 5/24/2021


 Chief Administrator/Region Director
 Date: 4.21.2021


 Principal/Originating Department
 Date: 14 April 2021

jcdavila@dadeschools.net
 Office of Risk and Benefits
 Management
 2021.04.30 08:30:41 -04'00'
 Risk Management
 Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney
 Date: 05/05/21

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities
Summer 2020 and School Year 2020-21

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities conducted by the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will conduct certain extracurricular activities, including summer camps, in the Summer of 2020 and continuing into the 2020-21 school year. I understand that these activities, (hereinafter "Activity") will be conducted with safety protocols appropriate under the circumstances at the time, which may be subject to change. For the safety of all people involved, Activity Participants will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students. It is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, including those the School Board provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I and/or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

**Exención de Responsabilidad por las
Obligaciones de los Participantes de la Actividad**

Actividades Extracurriculares Voluntarias durante el COVID-19

Verano del 2020 y Curso Escolar del 2020-21

Actividad Extra-Curricular: _____

Nombre del Padre de Familia / Tutor: _____

Nombre del / de los Niño(s) que Participan: _____

Deseo participar o permitir que mi(s) hijo(s) ("Participante de la Actividad") participen en una o más actividades extracurriculares voluntarias realizadas por la Junta Escolar del Condado Miami-Dade, Florida ("Junta Escolar"). Reconozco que el nuevo coronavirus conocido como COVID-19 ha sido declarado una pandemia mundial y se cree que es contagioso y se propaga por contacto de persona a persona, incluso en el Condado Miami-Dade. Además, reconozco que las agencias federales, estatales y locales recomiendan el distanciamiento social y otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar llevará a cabo ciertas actividades extracurriculares, incluidas los campamentos de verano, en el verano del 2020 y continuarán hasta el curso escolar del 2020-21. Entiendo que actividades, (en adelante, "Actividad"), se llevará a cabo con los protocolos de seguridad apropiados según las circunstancias del momento, que pueden estar sujetos a cambios. Por la seguridad de todas las personas que participan, los Participantes de la Actividad, deberán cumplir con todos los protocolos de seguridad y están sujetos a la eliminación inmediata de la Actividad si no cumplen. Las actividades extracurriculares son un privilegio, y no un derecho, de los estudiantes de escuelas públicas. Es exclusivamente mi responsabilidad, así como la del Participante de la Actividad, cumplir con todos los protocolos de seguridad estatal, federal y local, incluida los que proporciona la Junta Escolar.

En un esfuerzo por asegurar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluido(s) mi(s) hijo(s), estén sanos y seguros cuando participen en la Actividad. Al firmar a continuación, acepto que yo:

- Realizaré controles diarios de temperatura en mi(s) hijo(s) para detectar fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100.4 F o 38.0 C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta que haya(n) estado sin fiebre durante al menos 72 horas.
- Haré una inspección visual de mi(s) hijo(s) en busca de señales de enfermedad que podrían incluir: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, nueva pérdida de sabor u olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas sonrojadas, respiración rápida o dificultad para respirar (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) exhibido alguno de estas señales o síntomas, no permitiré que participe(n) en la Actividad hasta que no haya(n) estado sin señales o síntomas durante al menos 72 horas.
- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo por COVID-19 en los últimos 14 días, no está(n) esperando los resultados de la prueba basado en un caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado dentro de los 14 días de un área sujeta al Aviso de Salud de Viaje de Nivel 3 de los CDC.

- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con alguien que haya dado positivo por COVID-19 en los últimos 14 días, esté esperando los resultados de la prueba en función de un caso diagnosticado o sospechoso de COVID-19, o ha(n) regresado de un área altamente impactada sujeta a un Aviso de Salud de Viaje de Nivel 3 de los CDC. Si mi(s) hijo(s) ha(n) estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participen en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.
- Recogeré inmediatamente a mi(s) hijo(s), o haré arreglos para que lo(s) recojan, si hay señales o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de enfermedades durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y afirmo todas las declaraciones anteriores. También entiendo que yo o mi(s) hijo(s) podemos estar expuestos o infectados inevitablemente por COVID-19 como resultado de la participación en la Actividad, y que dicha exposición o infección puede provocar daños personales, enfermedad, y/o muerte. Entiendo que el riesgo de exposición o infección puede ser el resultado de acciones, omisiones o negligencia por parte de mí, mis hijos, el personal de la Junta Escolar, voluntarios o agentes, otros participantes de la Actividad u otros que no figuran en la lista, y Reconozco que todos estos riesgos son conocidos por mí.

Teniendo en cuenta que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en mi nombre y el de mi(s) hijo(s), así como cualquier persona que tenga derecho a actuar en mi nombre, por este medio renuncio consciente y voluntariamente para siempre, exonero y eximo de responsabilidad a la Junta Escolar y a sus empleados y agentes de todos y cada uno de los reclamos, demandas, responsabilidades, acciones, juicios, honorarios de abogados, costos y cualquier gasto de cualquier tipo que resulte de lesiones o daños, basado en agravio u otros, yo y/o mi(s) hijo(s), o mi o nuestros representantes, sostenemos durante o relacionados con la participación de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, que exime y libera de toda responsabilidad, o cualquier parte de la misma es inválida o inaplicable por algún motivo, las disposiciones restantes de esta Exención, que exime y libera de toda responsabilidad, como cual(es) quier(a) otro(s) acuerdo(s) relacionado con mi participación o la de mi(s) hijo(s) en esta Actividad no se verá afectada y permanecerá en pleno vigor y efecto.

Firma del Padre de Familia / Tutor

Firma del Participante de la Actividad

Imprimir nombre del Padre de Familia / Tutor

Imprimir nombre del Participante de la Actividad

Fecha de la firma

Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Dispans, Liberasyon, Dechajman Responsablite

COVID19 ak Aktivite Volontè Andeyò Orè Lekòl
 Ete 2020 ak Ane Lekòl 2020-21

Aktivite Andeyò Orè Lekòl _____

Non Paran/Gadyen _____

Non Timoun ki Ap Patisipe a(yo) _____

Mwen vle patisipe oubyen pèmèt pitit mwen (Patisipan nan Aktivite) a patisipe nan youn oubyen plis aktivite volontè andeyò orè lekòl Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl") ap fè. Mwen rekonèt nouvo 'coronavirus' yo rele COVID-19 la, yo deklare li kòm yon pandemi, yo kwè li kontajye e moun ka transmèt li bay moun, nan zòn tankou Miami-Dade County. Anplis, mwen rekonèt ajans federal, eta ak lokal yo rekòmande distans sosyal ak lòt mezi pou fè prevansyon kont pwopagasyon COVID-19 la.

Komisyon Konsèy Lekòl la ap òganize kèk aktivite andeyò orè lekòl, tankou kan ete, nan Ete 2020 an e yo ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann aktivite sa yo, (yo rele "Aktivite"), ap fèt selon pwotokòl sekirite ki apwopriye selon sikonstans moman an, ki kapab chanje. Pou sekirite tout moun ki ap patisipe yo, Patisipan nan Aktivite yo dwe suiv tout pwotokòl yo e yo ka retire yo nan Aktivite yo imedyatman si yo pa obeyi. Aktivite andeyò orè lekòl se yon privilèj, e se pa yon dwa elèv lekòl leta yo genyen. Se responsablite pa mwen sèlman, ansanm ak Patisipan nan Aktivite a, pou n suiv tout pwotokòl sekirite eta, federal, ak lokal yo, ansanm ak pwotokòl Komisyon Konsèy Lekòl la ofri.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans Patisipan nan Aktivite yo, tankou pitit mwen yo, pou yo ansante e ansekirite pandan y ap patisipe nan Aktivite a. Nan siyen anba a, mwen dakò mwen ap:

- Tcheke tanperati pitit mwen chak jou pou fè depistaj lafyèv avan yo rive nan Aktivite a. Yo defini lafyèv kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen gen lafyèv, mwen pap pèmèt li patisipe nan Aktivite a jiskaske lafyèv la tonbe pou omwen 72 èdtan.
- Fè yon enspeksyon vizyèl sou pitit mwen pou detekte siy maladi tankou: lafyèv oubyen frison, grip, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen nan kò, tèt fè mal, nouvo pèt gou oubyen abilite pou pran sant, gòj fè mal, nen bouche oubyen nen koule, noze oubyen vomisman, dyare, woujisman nan vizaj, respirasyon rapid oubyen difikilte pou respire (san ou pa sot fè okenn aktivite), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen prezante youn nan siy oubyen sentòm sa yo, mwen pap pèmèt li patisipe nan Aktivite a jiskaske li pa gen okenn siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t teste pozitif pandan 14 dènye jou yo, li pa gen rezilta egzamen l ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje.
- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t an kontak avèk yon moun ki te oubyen teste pozitif pou COVID-19 nan 14 dènye jou yo, ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, oubyen li pa t retounen sot nan yon zòn ki trè afekte e ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje. Si pitit mwen te an kontak avèk yon moun konsa, ki gen ladan moun ki nan menm kay la, mwen pap pèmèt li patisipe nan Aktivite a jiskaske 14 jou fin pase depi lè kontak la te fèt.
- Rapidman al chèche pitit mwen, oubyen fè aranjman pou yon moun vin chèche li, si li prezante siy oubyen sentòm maladi a. Mwen konprann pitit mwen dwe rete lakay jiskaske li pa malad pou omwen 72 èdtan san li pa pran medikaman.

Nan siyen dokiman sa a, mwen rekonèt e mwen konfime tout deklarasyon ki anwo yo. Mwen konprann tou pitit mwen kapab ekspoze oubyen enfekte ak COVID-19 yon fason li pa ka evite akoz li ap patisipe nan Aktivite a, e lefètke li ekspoze oubyen li enfekte, sa ka lakoz blesi pèsònèl, maladi e/oubyen lanmò. Mwen konprann risk pou pitit mwen ekspoze oubyen enfekte kapab se rezilta aksyon, omisyon, oubyen neglijanm mwen menm, pitit mwen, anplwaye Komisyon Konsèy Lekòl la, volontè, oubyen ajan, lòt patisipan nan Aktivite a, oubyen lòt moun ki pa nan lis la, e mwen rekonèt mwen okouran risk sa yo egziste.

Lè mwen konsidere pitit mwen kapab patisipe nan Aktivite a, mwen menm, nan non pa mwen e nan non pitit mwen, ansanm ak nenpòt moun ki gen dwa pou l ajè nan non mwen, nan dokiman sa a, mwen volontèman e kosyamman dispans, libere e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye e ajan li pou toutan de tout reklamasyon, pousuit nan lajistis, responsablite, aksyon, jijman, frè avoka, frè, ak nenpòt depans sou kèlkeswa fòm nan ki ka soti nan blesi oubyen domaj, baze sou responsablite ou non, mwen menm e/oubyen pitit mwen, reprezantan mwen oubyen reprezantan yo, viktim pandan oubyen anrapò ak patisipasyon oubyen enplikasyon pitit mwen nan aktivite a.

Si yo detèmine Dispans, Liberasyon, Dehajman Responsablite sa a oubyen kèlkeswa pòsyon ki ladan envalid oubyen inaplikab pou kèlkeswa rezon an, pwovi zyon ki rete nan Dispans, Liberasyon, Dehajman Responsablite sa a, ansanm ak kèlkeswa lòt akò konsènan patisipasyon mwen menm oubyen pitit mwen nan Aktivite sa a, pa ta dwe afekte e yo ta dwe kenbe tout fòs ak efè yo.

Siyati Paran/Gadyen

Siyati Patipisan nan Aktivite a

Enprime Non Paran/Gadyen

Enprime Non Patipisan nan Aktivite a

Dat Siyati a

Dat Siyati a



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

ON-CAMPUS

OFF-CAMPUS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1 day of January, 2021 by and

Between Miami Dade County by & through Kendall Library, 9101 SW 97 Avenue,
Name of Organization Address

Miami, Fl. 33176, hereinafter referred to as the Organization and The School
City/State/Zip Code

Board of Miami-Dade County, Florida, for Miami Palmetto Adult and Community Education Center

TERMS OF AGREEMENT

The agreement shall commence on May 1, 2021 and shall terminate on December 31, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

Provide English for Speakers of Other Languages (ESOL) at the Miami-Dade Public Library System.

ORGANIZATION

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Ray Baker
 Contact Person

Octavia Williams
 Contact Person

(305) 375-5026
 Phone Number

(305) 270-2707
 Phone Number

(305) 270-2983
 Fax Number

(305) 270-2708
 Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://myflfamilies.com/service-programs/child-care/child-care-license.html>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment under this Agreement; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either

Page 3 of 8

party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes. Either party's failure to honor the other party's request for indemnification constitutes a material breach of this Agreement and may, at the option of the indemnitee, result in immediate termination of the Agreement.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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 Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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.

BACKGROUND SCREENING

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 Organization agrees that Organization 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, Organization 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 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, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization 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 Organization/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. Organization 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. Organization 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. Organization 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 Organization 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 Organization 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.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state

Page 7 of 8

agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization 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/crises 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 Organization.


Please provide updated certificates of insurance to:

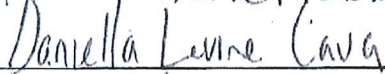
Miami-Dade County Public Schools

Office of Risk and Benefits Management


P.O. Box 12241 Miami, FL 33101-2241

[signature page follows]


 Organization Representative Signature
 JD Patterson, Chief Public Safety Officer
 Date: 3/22/2021

for

 Print Name: Daniella Levine Cava

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 Superintendent of Schools or Designee
 Fabi G. Fazzino
 DESIGNEE
 Date: 5/24/2021


 Chief Administrator/Region Director
 Date: 4.21.2021


 Principal/Originating Department
 Date: 14 April 2021

jdavila@dadeschools.net
 Office of Risk and Benefits
 Management
 2021.04.30 08:30:41 -04'00'

Risk Management
 Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney
 Date: 05/05/21

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities
Summer 2020 and School Year 2020-21

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities conducted by the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will conduct certain extracurricular activities, including summer camps, in the Summer of 2020 and continuing into the 2020-21 school year. I understand that these activities, (hereinafter "Activity") will be conducted with safety protocols appropriate under the circumstances at the time, which may be subject to change. For the safety of all people involved, Activity Participants will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students. It is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, including those the School Board provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I and/or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

**Exención de Responsabilidad por las
Obligaciones de los Participantes de la Actividad**

Actividades Extracurriculares Voluntarias durante el COVID-19

Verano del 2020 y Curso Escolar del 2020-21

Actividad Extra-Curricular: _____

Nombre del Padre de Familia / Tutor: _____

Nombre del / de los Niño(s) que Participan: _____

Deseo participar o permitir que mi(s) hijo(s) ("Participante de la Actividad") participen en una o más actividades extracurriculares voluntarias realizadas por la Junta Escolar del Condado Miami-Dade, Florida ("Junta Escolar"). Reconozco que el nuevo coronavirus conocido como COVID-19 ha sido declarado una pandemia mundial y se cree que es contagioso y se propaga por contacto de persona a persona, incluso en el Condado Miami-Dade. Además, reconozco que las agencias federales, estatales y locales recomiendan el distanciamiento social y otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar llevará a cabo ciertas actividades extracurriculares, incluidas los campamentos de verano, en el verano del 2020 y continuarán hasta el curso escolar del 2020-21. Entiendo que actividades, (en adelante, "Actividad"), se llevará a cabo con los protocolos de seguridad apropiados según las circunstancias del momento, que pueden estar sujetos a cambios. Por la seguridad de todas las personas que participan, los Participantes de la Actividad, deberán cumplir con todos los protocolos de seguridad y están sujetos a la eliminación inmediata de la Actividad si no cumplen. Las actividades extracurriculares son un privilegio, y no un derecho, de los estudiantes de escuelas públicas. Es exclusivamente mi responsabilidad, así como la del Participante de la Actividad, cumplir con todos los protocolos de seguridad estatal, federal y local, incluida la que proporciona la Junta Escolar.

En un esfuerzo por asegurar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluido(s) mi(s) hijo(s), estén sanos y seguros cuando participen en la Actividad. Al firmar a continuación, acepto que yo:

- Realizaré controles diarios de temperatura en mi(s) hijo(s) para detectar fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100.4 F o 38.0 C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta que haya(n) estado sin fiebre durante al menos 72 horas.
- Haré una inspección visual de mi(s) hijo(s) en busca de señales de enfermedad que podrían incluir: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, nueva pérdida de sabor u olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas sonrojadas, respiración rápida o dificultad para respirar (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) exhibido alguno de estas señales o síntomas, no permitiré que participe(n) en la Actividad hasta que no haya(n) estado sin señales o síntomas durante al menos 72 horas.
- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo por COVID-19 en los últimos 14 días, no está(n) esperando los resultados de la prueba basado en un caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado dentro de los 14 días de un área sujeta al Aviso de Salud de Viaje de Nivel 3 de los CDC.

- Confirmaré que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con alguien que haya dado positivo por COVID-19 en los últimos 14 días, esté esperando los resultados de la prueba en función de un caso diagnosticado o sospechoso de COVID-19, o ha(n) regresado de un área altamente impactada sujeta a un Aviso de Salud de Viaje de Nivel 3 de los CDC. Si mi(s) hijo(s) ha(n) estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participen en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.
- Recogeré inmediatamente a mi(s) hijo(s), o haré arreglos para que lo(s) recojan, si hay señales o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de enfermedades durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y afirmo todas las declaraciones anteriores. También entiendo que yo o mi(s) hijo(s) podemos estar expuestos o infectados inevitablemente por COVID-19 como resultado de la participación en la Actividad, y que dicha exposición o infección puede provocar daños personales, enfermedad, y/o muerte. Entiendo que el riesgo de exposición o infección puede ser el resultado de acciones, omisiones o negligencia por parte de mí, mis hijos, el personal de la Junta Escolar, voluntarios o agentes, otros participantes de la Actividad u otros que no figuran en la lista, y Reconozco que todos estos riesgos son conocidos por mí.

Teniendo en cuenta que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en mi nombre y el de mi(s) hijo(s), así como cualquier persona que tenga derecho a actuar en mi nombre, por este medio renuncio consciente y voluntariamente para siempre, exonero y eximo de responsabilidad a la Junta Escolar y a sus empleados y agentes de todos y cada uno de los reclamos, demandas, responsabilidades, acciones, juicios, honorarios de abogados, costos y cualquier gasto de cualquier tipo que resulte de lesiones o daños, basado en agravio u otros, yo y/o mi(s) hijo(s), o mi o nuestros representantes, sostenemos durante o relacionados con la participación de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, que exime y libera de toda responsabilidad, o cualquier parte de la misma es inválida o inaplicable por algún motivo, las disposiciones restantes de esta Exención, que exime y libera de toda responsabilidad, como cual(es) quier(a) otro(s) acuerdo(s) relacionado con mi participación o la de mi(s) hijo(s) en esta Actividad no se verá afectada y permanecerá en pleno vigor y efecto.

Firma del Padre de Familia / Tutor

Firma del Participante de la Actividad

Imprimir nombre del Padre de Familia / Tutor

Imprimir nombre del Participante de la Actividad

Fecha de la firma

Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Dispans, Liberasyon, Dechajman Responsablite

COVID19 ak Aktivite Volontè Andeyò Orè Lekòl
 Ete 2020 ak Ane Lekòl 2020-21

Aktivite Andeyò Orè Lekòl _____

Non Paran/Gadyen _____

Non Timoun ki Ap Patisipe a(yo) _____

Mwen vle patisipe oubyen pèmèt pitit mwen (Patisipan nan Aktivite) a patisipe nan youn oubyen plis aktivite volontè andeyò orè lekòl Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl") ap fè. Mwen rekonèt nouvo 'coronavirus' yo rele COVID-19 la, yo deklare li kòm yon pandemi, yo kwè li kontajye e moun ka transmèt li bay moun, nan zòn tankou Miami-Dade County. Anplis, mwen rekonèt ajans federal, eta ak lokal yo rekòmande distans sosyal ak lòt mezi pou fè prevansyon kont pwopagasyon COVID-19 la.

Komisyon Konsèy Lekòl la ap òganize kèk aktivite andeyò orè lekòl, tankou kan ete, nan Ete 2020 an e yo ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann aktivite sa yo, (yo rele "Aktivite"), ap fèt selon pwotokòl sekirite ki apwopriye selon sikonstans moman an, ki kapab chanje. Pou sekirite tout moun ki ap patisipe yo, Patisipan nan Aktivite yo dwe suiv tout pwotokòl yo e yo ka retire yo nan Aktivite yo imedyatman si yo pa obeyi. Aktivite andeyò orè lekòl se yon privilèj, e se pa yon dwa elèv lekòl leta yo genyen. Se responsablite pa mwen sèlman, ansanm ak Patisipan nan Aktivite a, pou n suiv tout pwotokòl sekirite eta, federal, ak lokal yo, ansanm ak pwotokòl Komisyon Konsèy Lekòl la ofri.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans Patisipan nan Aktivite yo, tankou pitit mwen yo, pou yo ansante e ansekirite pandan y ap patisipe nan Aktivite a. Nan siyen anba a, mwen dakò mwen ap:

- Tcheke tanperati pitit mwen chak jou pou fè depistaj lafyèvan avan yo rive nan Aktivite a. Yo defini lafyèvan kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen gen lafyèvan, mwen pap pèmèt li patisipe nan Aktivite a jiskaske lafyèvan la tonbe pou omwen 72 èdtan.
- Fè yon enspeksyon vizyèl sou pitit mwen pou detekte siy maladi tankou: lafyèvan oubyen frison, grip, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen nan kò, tèt fè mal, nouvo pèt gou oubyen abilite pou pran sant, gòj fè mal, nen bouche oubyen nen koule, noze oubyen vomisman, dyare, woujisman nan vizaj, respirasyon rapid oubyen difikilte pou respire (san ou pa sot fè okenn aktivite), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen prezante youn nan siy oubyen sentòm sa yo, mwen pap pèmèt li patisipe nan Aktivite a jiskaske li pa gen okenn siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t teste pozitif pandan 14 dènye jou yo, li pa gen rezilta egzamen l ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, e nan espas 14 jou li pa t retounen sot nan yon zòn ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje.
- Konfime pitit mwen, avan e pandan y ap patisipe nan Aktivite a, pa t an kontak avèk yon moun ki te oubyen teste pozitif pou COVID-19 nan 14 dènye jou yo, ap tann baze sou dyagnostik oubyen ka sispèk COVID-19, oubyen li pa t retounen sot nan yon zòn ki trè afekte e ki nan lis CDC sou Notifikasyon Sante Nivo 3 pou Moun k Ap Vwayaje. Si pitit mwen te an kontak avèk yon moun konsa, ki gen ladan moun ki nan menm kay la, mwen pap pèmèt li patisipe nan Aktivite a jiskaske 14 jou fin pase depi lè kontak la te fèt.
- Rapidman al chèche pitit mwen, oubyen fè aranjman pou yon moun vin chèche li, si li prezante siy oubyen sentòm maladi a. Mwen konprann pitit mwen dwe rete lakay jiskaske li pa malad pou omwen 72 èdtan san li pa pran medikaman.

Nan siyen dokiman sa a, mwen rekonèt e mwen konfime tout deklarasyon ki anwo yo. Mwen konprann tou pitit mwen kapab ekspoze oubyen enfekte ak COVID-19 yon fason li pa ka evite akoz li ap patisipe nan Aktivite a, e lefètke li ekspoze oubyen li enfekte, sa ka lakoz blesi pèsònèl, maladi e/oubyen lanmò. Mwen konprann risk pou pitit mwen ekspoze oubyen enfekte kapab se rezilta aksyon, omisyon, oubyen neglijan mwen menm, pitit mwen, anplwaye Komisyon Konsèy Lekòl la, volontè, oubyen ajan, lòt patisipan nan Aktivite a, oubyen lòt moun ki pa nan lis la, e mwen rekonèt mwen okouran risk sa yo egziste.

Lè mwen konsidere pitit mwen kapab patisipe nan Aktivite a, mwen menm, nan non pa mwen e nan non pitit mwen, ansanm ak nenpòt moun ki gen dwa pou l aji nan non mwen, nan dokiman sa a, mwen volontèman e kosalman dispans, libere e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye e ajan li pou toutan de tout reklamasyon, pousuit nan lajistis, responsablite, aksyon, jijman, frè avoka, frè, ak nenpòt depans sou kèlkeswa fòm nan ki ka soti nan blesi oubyen domaj, baze sou responsablite ou non, mwen menm e/oubyen pitit mwen, reprezantan mwen oubyen reprezantan yo, viktim pandan oubyen anrapò ak patisipasyon oubyen enplikasyon pitit mwen nan aktivite a.

Si yo detèmine Dispans, Liberasyon, Dechajman Responsablite sa a oubyen kèlkeswa pòsyon ki ladan envalid oubyen inaplikab pou kèlkeswa rezon an, pwovi zyon ki rete nan Dispans, Liberasyon, Dechajman Responsablite sa a, ansanm ak kèlkeswa lòt akò konsènan patisipasyon mwen menm oubyen pitit mwen nan Aktivite sa a, pa ta dwe afekte e yo ta dwe kenbe tout fòs ak efè yo.

Siyati Paran/Gadyen

Siyati Patisipan nan Aktivite a

Enprime Non Paran/Gadyen

Enprime Non Patisipan nan Aktivite a

Dat Siyati a

Dat Siyati a