MEMORANDUM

Agenda Item No. 8(B)(1)

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

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution authorizing affiliating agreements with Miami-Dade County Public Schools for the provision of educational classes for juveniles and special educational classes for young adults in the custody of the Miami-Dade Corrections and Rehabilitation Department; and authorizing the County Mayor to exercise all provisions of the agreements, including any cancellation provisions contained therein

Resolution No. R-1023-21

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: November 2, 2021

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Authorizing Affiliating Agreements with the Miami-Dade County Public Schools for the 2019-2024 school years

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the County Mayor or County Mayor's designee to enter into Affiliating Agreements (Agreements) between the Miami-Dade County Public Schools (MDCPS) and Miami-Dade County to provide educational services for juvenile inmates in grades 6 through 12, under the age of 18, who are incarcerated in Turner Guilford Knight Correctional Center, and special education to students between the ages of 18-22 who are incarcerated at the Metro West Detention Center. The Agreements shall be for a three-year term, from July 1, 2021, to June 30, 2024.

SCOPE

The scope of these Agreements is countywide in nature.

FISCAL IMPACT/FUNDING SOURCE

There is no cost to Miami-Dade County for the educational program provided through these Agreements. MDCPS is reimbursed by the State of Florida in accordance with the full-time equivalency count which is the number of full-time students enrolled per course.

DELEGATION OF AUTHORITY

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreements and cancellation provisions on behalf of the County.

TRACK RECORD/MONITOR

The Agreements will be monitored by Joel Botner, MDCR Commander of the Reentry Program Services Bureau.

BACKGROUND

MDCPS has provided educational courses annually since 1983 for juvenile and young adult inmates with special needs that are incarcerated in Miami-Dade County jail facilities. Pursuant to Florida law, MDCPS is required to offer educational services to juveniles who have not graduated from high school, and to eligible students with disabilities who have not graduated and have not earned a standard diploma or its equivalent.

The educational services are based upon the estimated length of time the student will be in the facility and the student's current level of functioning. MDCPS requires Agreements to identify specific service sites. Under the terms of the Agreements, MDCPS provides certified instructors, as well as the required materials and equipment, to conduct secondary school education.

J.D. Patterson
Chief Public Safety Officer

MEMORANDUM
(Revised)

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

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(1)

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. 8(B)(1)
11-2-21

RESOLUTION NO. R-1023-21

RESOLUTION AUTHORIZING AFFILIATING AGREEMENTS WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE PROVISION OF EDUCATIONAL CLASSES FOR JUVENILES AND SPECIAL EDUCATIONAL CLASSES FOR YOUNG ADULTS IN THE CUSTODY OF THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE AGREEMENTS, INCLUDING ANY CANCELLATION PROVISIONS CONTAINED THEREIN

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

WHEREAS, Miami-Dade County Public Schools has provided educational courses for juvenile and special educational services for young adult inmates incarcerated in the custody of the Miami-Dade Corrections and Rehabilitation Department since 1983, by way of affiliating agreements; and

WHEREAS, Miami-Dade County Public Schools agrees to continue providing educational courses to incarcerated juveniles and special education services to young adults in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2021/2022, 2022/2023, and 2023/2024 academic years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the affiliating agreements between Miami-Dade County Public Schools and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department, in substantially the form

attached hereto and made part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise all provisions of the agreements, including any cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 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

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciana Zapata

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT Educational Alternative Outreach Program

☐ **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 1st day of July, 20 21 by and

Between Miami Dade County by and through, Miami Dade Corrections and Rehabilitation Metro-West (Name of Organization), 2525 NW 62nd Street (Address),

Miami, Florida 33147 (City/State/Zip Code), hereinafter referred to as the Organization and The School Board of Miami-Dade County, Florida, for Educational Alternative Outreach Program (EAOP).

TERMS OF AGREEMENT

The agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024. 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

Miami Dade County Department of Corrections and Rehabilitation provides residential incarceration for Special Education Students between the ages of 18-22 while awaiting final disposition of criminal cases at the Metro West Detention Center, located at 13850 NW 41st Street, Miami, Fl. 33178

ORGANIZATION	SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
Daniel Junior, Director Contact Person	Alberto Iber, Principal Contact Person
(786) 263-6300 Phone Number	(305) 694-4465 Phone Number
(786) 263-5326 Fax Number	(305) 694-4445 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.)

As applicable, Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year, 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://www.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. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

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, prr@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 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.

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 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

Organization Representative Signature	Date
Print Name	

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee	Date
Chief Administrator/Region Director	Date
Principal/Originating Department	08/19/2021 Date
Risk Management	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney	Date

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Third-Party Extracurricular Activities

Summer 20__ and School Year 20__- 20__

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

Obligaciones de los Participantes en Actividades Exención, Exoneración y Exculpación de Responsabilidad

El Covid-19 y Actividades Voluntarias Extracurriculares de Terceros
Verano 20__ y Curso Escolar 20__ -20___

Actividad Extracurricular: _____

Nombre del Padre de Familia/Tutor: _____

Nombre de los Niño(s) Participantes: _____

_____

Deseo participar y/o permitir que mi(s) hijo(s) participe(n) en una o más de las actividades extracurriculares voluntarias que se llevarán a cabo en el/ los campus de la Junta Escolar del Condado Miami-Dade, Florida ("School Board"). Reconozco que el nuevo coronavirus, conocido como COVID-19, ha sido declarado una pandemia, se considera contagioso y se propaga por el contacto de persona a persona, afectando incluso al Condado Miami-Dade. Además, soy consciente de que las agencias federales, estatales y locales recomiendan el distanciamiento social,y asimismo otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar ofrecerá a través de organizaciones externas ("organizaciones") o terceros, ciertas actividades extracurriculares, entre las que se incluyen campamentos de verano en su(s) campus, a partir del verano de 2021 las cuales continuarán durante el Curso Escolar de 2021-2022. Entiendo y acepto que si yo o mi(s) hijo(s) decidimos participar en las actividades de estas Organizaciones, (en adelante, denominada "Actividad") dicha Actividad será controlada, organizada, contratada, dotada de personal y asegurada independientemente de la Junta Escolar, y que se realizará según los protocolos de seguridad que estas Organizaciones consideren apropiados, los cuales pueden estar sujetos a cambio, según las circunstancias del momento. Entiendo que la Junta Escolar no será responsable de implementar, supervisar o informar al/ a los Participante(s) de la Actividad de los protocolos de seguridad de esta Organización, ya que es únicamente mi responsabilidad, así como el deber de los Participantes de la Actividad, cumplir los protocolos de seguridad estatales, federales y locales, al igual que con los protocolos proporcionados por la Organización.

Para garantizar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluyendo a mi(s) hijo(s), estén sanos y seguros cuando participen en la actividad. Al firmar a continuación, acepto que debo:

- Realizar controles diarios de la temperatura de mi(s) hijo(s) para detectar si tienen 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 comprobar que no hayan tenido fiebre durante al menos 72 horas.

- Inspeccionar visualmente a mi(s) hijo(s) para ver si presenta(n) signos de enfermedad, tales como: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, pérdida del sentido del gusto o del olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas enrojecidas, respiración rápida o falta de aliento (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) presentado alguno de estos signos o síntomas, no permitiré que participe(n) hasta que no hayan desaparecido los signos o síntomas durante al menos 72 horas.

- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo en las pruebas de COVID-19 en los últimos 14 días, no está(n) a la espera de los resultados de las pruebas basadas en un caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado en los últimos 14 días de una zona sujeta a la Notificación Sanitaria de Viaje de Nivel 3 de los CDC (*CDC Level 3 Travel Health Notice*).

- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con ninguna persona que haya dado positivo en las pruebas de COVID-19 en los últimos 14 días, ni con personas que se encuentran en espera de los resultados de las pruebas basadas en un caso diagnosticado o sospechoso de COVID-19, ni con individuos que ha regresado de un área altamente impactada sujeta a una Notificación Sanitaria de Nivel 3 de los CDC sobre viajes. Si mi(s) hijo(s) ha(n) tenido contacto con personas en esta situación, incluso del mismo hogar, no permitiré que participe(n) en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.

- Recoger inmediatamente a mi(s) hijo(s), o hacer arreglos para que lo(s) recojan, si aparecen signos o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de síntomas durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y confirmo la veracidad de todas las declaraciones anteriores. También comprendo que yo y/o mi(s) hijo(s) podemos estar expuestos o contagiarnos con el COVID-19 como resultado de la participación en la(s) Actividad(es), y que esta exposición o contagio podría resultar en lesión personal, enfermedad y/o muerte. Entiendo que el riesgo de exposición o infección puede ser resultado de las acciones, omisiones o negligencias mías, de mi(s) hijo(s), del personal de la Junta Escolar, de voluntarios, agentes, participantes en

la Actividad o de otras personas no mencionadas, por lo que reconozco que todos esos riesgos son de mi conocimiento.

En consideración de que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en nombre mío y de mi(s) hijo(s), así como también de parte de cualquier persona que tenga derecho a actuar en mi nombre, por la presente, por siempre, de forma consciente y voluntaria, eximo, exonero y exculpo de cualquier responsabilidad a la Junta Escolar, a sus empleados y agentes de cualquier reclamación, demanda, responsabilidad, acciones, pleitos, juicios, honorarios de abogados, costos y gasto de cualquier tipo que resulte de lesiones o daños, basados en agravios, perjuicios u otros, o que yo y/o mi(s) hijo(s), o mis o nuestros representantes, tengamos durante o en relación con la participación o intervención de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, Exoneración y Exculpación de Responsabilidad o cualquier parte de la misma es inválida o inaplicable por cualquier motivo, las disposiciones restantes de esta Exención, Exoneración y Exculpación de Responsabilidad, así como cualquier otro acuerdo relativo a mi participación o la de mi(s) hijo(s) en esta Actividad, no se verán afectados y permanecerán en pleno vigor y efecto.

Firma del Padre de Familia / Tutor	Firma del Participante de la Actividad
Nombre del Padre de Familia / Tutor en letra de molde	Nombre del Participante de la Actividad en letra de molde
Fecha de la firma	Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Renonsiyasyon ak Degajman Responsablite

COVID-19 ak Aktivite Volontè Andeyò Pwogram Lekòl la ak yon Jesyonè Delege

Ete 20__ ak Ane Eskolè 20__- 20__

Aktivite Volontè Andeyò Pwogram Lekòl la: _____

Non Paran/Gadyen: _____

Non Patisipan an/(yo): _____

_____

Mwen vle patisipe oubyen otorize pitit mwen an (yo) ("Patisipan Aktivite yo") pou patisipe nan youn oubyen plizyè aktivite volontè ki pa nan kourikoulòm pwogram yo òganize nan lakou lekòl la/(yo) Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl"). Mwen aksepte yo deklare nouvo koronaviris, yo rekonèt kòm COVID-19 la, yon pandemi mondyal yo kwè li kontajye epi pwopaje nan kontak moun-a-moun, tankou nan Miami-Dade County. Mwen rekonèt anplis ajans sante federal, leta ak lokal yo rekòmande distans sosyal ak lòt mezi pou anpeche pwopagasyon COVID-19.

Komisyon Konsèy Lekòl la ap gen òganizasyon endepandan ("Òganizasyon") ki pral fè sèten aktivite ki pa nan kourikoulòm pwogram lekòl la, ki gen ladan kan ete, nan etablisman lekòl li a/(yo) kòmanse nan ete 2020 k ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann si mwen menm oubyen pitit mwen an/(yo) chwazi patisipe nan aktivite òganizasyon sa yo (n ap rele "aktivite"), aktivite yo ap kontwole, òganize, sou kontra, resevwa anplwaye ak asirans endepandamman de Komisyon Konsèy Lekòl la, epi yo pral fèt avèk pwotokòl sekirite òganizasyon sa yo jije ki apwopriye nan sikonstans aktyèl yo, ki kapab chanje. Mwen konprann Komisyon Konsèy Lekòl la pa responsab pou aplikasyon, sipèvizyon oubyen enfòme Patisipan Aktif yo sou pwotokòl sekirite Òganizasyon sa a, e se responsablite mwen ak patisipan nan aktivite a, pou respekte nenpòt pwotokòl sekirite eta, federal ak lokal, ak sa Òganizasyon an bay.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans pou Patisipan nan Aktivite yo, ki gen ladan pitit mwen an/(yo), an sante e an sekirite lè yo ap patisipe nan Aktivite a. Lè mwen siyen anba a, mwen aksepte mwen pral:

- Pran tanperati pitit mwen chak jou pou tcheke pou lafyèv anvan yo kòmanse aktivite a. Lafyèv defini kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen an/(yo) gen yon lafyèv, mwen pap pèmèt pitit mwen an/(yo) patisipe nan Aktivite a jiskaske li pa gen lafyèv pou omwen 72 èdtan.

- Enspekte pitit mwen an/(yo) ak zye mwen pou siy maladi ki ka gen ladan: lafyèv oubyen frison, tous, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen kò, maltèt, pèt nan gou oubyen odè, gòj fè mal, nen bouche oubyen nen koule, kè plen oubyen vomisman, dyare, machwè wouj, respirasyon rapid oubyen difikilte pou respire (san aktivite fizik resan), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen an montre nenpòt nan siy oubyen sentòm sa yo, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske li pa gen siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen an/(yo), anvan ak pandan patisipasyon yo nan Aktivite a, pa teste pozitif pou COVID-19 nan 14 dènye jou yo, pa ap tann rezilta tès yo ki baze sou yon ka Covid-19 ki dyagnostike oubyen sispèk, epi li pa gen mwens pase 14 jou depi l te retounen sot nan yon zòn CDC klase Nivo 3 nan Avi Sante pou Moun k ap Vwayaje.

- Konfime pitit mwen an/(yo), anvan ak pandan patisipasyon yo nan aktivite a, pa t an kontak ak moun ki te teste pozitif pou COVID-19 pandan 14 jou ki sot pase yo, oubyen ap tann rezilta tès ki baze sou dyagnostik oubyen ka yo sispèk nan COVID-19, oubyen retounen soti nan yon zòn ki afekte anpil e ki nan Nivo 3 daprè Avi Sante CDC pou Moun k ap Vwayaje yo. Si pitit mwen an/(yo) te an kontak ak yon moun konsa, menm moun ki nan menm kay la, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske 14 jou pase depi moman kontak la.

- Vin cheche pitit mwen san pèdi tan oubyen fè aranjman pou vin chèche si siy oubyen sentòm maladi yo prezan. Mwen konprann timoun yo dwe rete lakay yo jiskaske yo pa gen maladi a pou omwen 72 èdtan san yo pa itilize medikaman.

Lè mwen siyen dokiman sa a, mwen aksepte e afime tout deklarasyon ki anwo yo. Mwen konprann mwen menm oubyen pitit mwen an/yo ka ekspoze oubyen enfekte ak COVID-19 kòm rezilta patisipasyon nan Aktivite a, e ekspozisyon sa a oubyen enfeksyon ka lakòz aksidan pèsonèl, maladi, ak/oubyen lanmò. Mwen konprann risk pou ekspoze oubyen enfeksyon an kapab rezilta aksyon, erè oubyen neglijans nan tèt mwen, pitit mwen/(yo), Òganizasyon sa yo, anplwaye Konsèy Lekòl la, volontè oubyen ajan, lòt patisipan nan Aktivite a oubyen lòt moun ki pa nan lis la, e mwen admèt mwen konnen tout risk sa yo.

An konsiderasyon pou mwen ak/oswa pitit mwen an/(yo) patisipe nan Aktivite a, mwen, nan non pèsonèlman mwen ak pitit mwen an/(yo), ak nenpòt moun ki otorize aji sou non mwen, mwen renonse yon fason konsyan e volontè pou tout tan, e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye ak ajan li yo de tout responsablite, tout reklamasyon, pwosè, responsablite, aksyon, jijman, frè avoka, depans ak nenpòt kalite depans ki soti nan aksidan oswa domaj, ki baze sou fot oswa otreman, mwen ak/oswa pitit mwen an/(yo), oswa reprezantan mwen an/(yo), soufri pandan oswa an koneksyon avèk patisipasyon oswa enplikasyon pitit mwen an/(yo) nan Aktivite a.

Si yo ta detèmine egzanpsyon ak dechajman responsablite sa a oswa nenpòt pati ladan l envalid oswa inaplikab pou kèlkeswa rezon an, dispozisyon ki rete yo nan egzanpsyon sa a, ak nenpòt lòt akò ki gen rapò ak patisipasyon pitit mwen an/(yo) nan Aktivite sa a, pa dwe afekte e l ap rete aplikab nan tout fòs li.

_____	_____
Siyati Paran/Gadyen	Siyati Patisipan
_____	_____
Ekri an lèt detache non paran/gadyen an	Ekri an lèt detache non patisipan an
_____	_____
Dat siyati	Dat siyati

ADDENDUM
TO

AFFILIATING AGREEMENT

BY AND BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

AND

MIAMI DADE COUNTY DEPARTMENT OF CORRECTIONS

The School Board of Miami-Dade County, Florida, and Miami Dade County by and through the Department of Correction hereby amend the referenced Affiliating Agreement by modifying the following requirements as provided for herein:

I. Organization shall not be required to obtain the Waiver referenced in the Description of What the Organization will provide as it is not applicable to this Agreement.

II. Organization shall be obligated to perform all the below stated requirements.

   a. Daily screen students for fever by performing daily temperature checks.
   b. Confirm that students have not tested positive for COVID-19 within fourteen (14) days.
   c. Confirm student have not come into contact with someone who has tested positive for COVID-19.
   d. Students must remain symptom free for 72 hours before resuming activities.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT Educational Alternative Outreach Program

☐ **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 1st day of July, 20 21 by and

Between Miami Dade County by and through, Miami Dade Corrections and Rehabilitation - TGK (Name of Organization), 2525 NW 62nd Street (Address),

Miami, Florida 33147 (City/State/Zip Code), hereinafter referred to as the Organization and The School Board of Miami-Dade County, Florida, for Educational Alternative Outreach Program (EAOP).

TERMS OF AGREEMENT

The agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024. 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

Miami Dade County Department of Corrections and Rehabilitation provides residential incarceration for young men and women in grades 6-12 who are in detention while awaiting final disposition of criminal cases at the Turner Guilford Knight Detention Center, located at 7000 NW 41st Street, Miami, Fl. 33172

ORGANIZATION	SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
Daniel Junior, Director	Alberto Iber, Principal
Contact Person	Contact Person
(786) 263-6300	(305) 694-4465
Phone Number	Phone Number
(786) 263-5326	(305) 694-4445
Fax Number	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.)

As applicable, Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year, 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://www.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. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

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, prr@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 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.

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 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

Organization Representative Signature	Date
Print Name	

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee	Date
Chief Administrator/Region Director	Date
Principal/Originating Department	08/19/2021 Date
Risk Management	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney	Date

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Third-Party Extracurricular Activities

Summer 20__ and School Year 20__- 20__

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

Obligaciones de los Participantes en Actividades Exención, Exoneración y Exculpación de Responsabilidad

El Covid-19 y Actividades Voluntarias Extracurriculares de Terceros
Verano 20__ y Curso Escolar 20__ -20___

Actividad Extracurricular: _____

Nombre del Padre de Familia/Tutor: _____

Nombre de los Niño(s) Participantes: _____

_____

Deseo participar y/o permitir que mi(s) hijo(s) participe(n) en una o más de las actividades extracurriculares voluntarias que se llevarán a cabo en el/ los campus de la Junta Escolar del Condado Miami-Dade, Florida ("School Board"). Reconozco que el nuevo coronavirus, conocido como COVID-19, ha sido declarado una pandemia, se considera contagioso y se propaga por el contacto de persona a persona, afectando incluso al Condado Miami-Dade. Además, soy consciente de que las agencias federales, estatales y locales recomiendan el distanciamiento social,y asimismo otras medidas para prevenir la propagación del COVID-19.

La Junta Escolar ofrecerá a través de organizaciones externas ("organizaciones") o terceros, ciertas actividades extracurriculares, entre las que se incluyen campamentos de verano en su(s) campus, a partir del verano de 2021 las cuales continuarán durante el Curso Escolar de 2021-2022. Entiendo y acepto que si yo o mi(s) hijo(s) decidimos participar en las actividades de estas Organizaciones, (en adelante, denominada "Actividad") dicha Actividad será controlada, organizada, contratada, dotada de personal y asegurada independientemente de la Junta Escolar, y que se realizará según los protocolos de seguridad que estas Organizaciones consideren apropiados, los cuales pueden estar sujetos a cambio, según las circunstancias del momento. Entiendo que la Junta Escolar no será responsable de implementar, supervisar o informar al/ a los Participante(s) de la Actividad de los protocolos de seguridad de esta Organización, ya que es únicamente mi responsabilidad, así como el deber de los Participantes de la Actividad, cumplir los protocolos de seguridad estatales, federales y locales, al igual que con los protocolos proporcionados por la Organización.

Para garantizar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluyendo a mi(s) hijo(s), estén sanos y seguros cuando participen en la actividad. Al firmar a continuación, acepto que debo:

- Realizar controles diarios de la temperatura de mi(s) hijo(s) para detectar si tienen 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 comprobar que no hayan tenido fiebre durante al menos 72 horas.

- Inspeccionar visualmente a mi(s) hijo(s) para ver si presenta(n) signos de enfermedad, tales como: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, pérdida del sentido del gusto o del olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas enrojecidas, respiración rápida o falta de aliento (sin actividad física reciente), fatiga o irritabilidad extrema. Si mi(s) hijo(s) ha(n) presentado alguno de estos signos o síntomas, no permitiré que participe(n) hasta que no hayan desaparecido los signos o síntomas durante al menos 72 horas.

- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo en las pruebas de COVID-19 en los últimos 14 días, no está(n) a la espera de los resultados de las pruebas basadas en un caso diagnosticado o sospechoso de COVID-19, y no ha(n) regresado en los últimos 14 días de una zona sujeta a la Notificación Sanitaria de Viaje de Nivel 3 de los CDC (*CDC Level 3 Travel Health Notice*).

- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) estado en contacto con ninguna persona que haya dado positivo en las pruebas de COVID-19 en los últimos 14 días, ni con personas que se encuentran en espera de los resultados de las pruebas basadas en un caso diagnosticado o sospechoso de COVID-19, ni con individuos que ha regresado de un área altamente impactada sujeta a una Notificación Sanitaria de Nivel 3 de los CDC sobre viajes. Si mi(s) hijo(s) ha(n) tenido contacto con personas en esta situación, incluso del mismo hogar, no permitiré que participe(n) en la Actividad hasta que hayan transcurrido 14 días desde el momento del contacto.

- Recoger inmediatamente a mi(s) hijo(s), o hacer arreglos para que lo(s) recojan, si aparecen signos o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa hasta que estén libres de síntomas durante al menos 72 horas sin el uso de medicamentos.

Al firmar este documento, reconozco y confirmo la veracidad de todas las declaraciones anteriores. También comprendo que yo y/o mi(s) hijo(s) podemos estar expuestos o contagiarnos con el COVID-19 como resultado de la participación en la(s) Actividad(es), y que esta exposición o contagio podría resultar en lesión personal, enfermedad y/o muerte. Entiendo que el riesgo de exposición o infección puede ser resultado de las acciones, omisiones o negligencias mías, de mi(s) hijo(s), del personal de la Junta Escolar, de voluntarios, agentes, participantes en

la Actividad o de otras personas no mencionadas, por lo que reconozco que todos esos riesgos son de mi conocimiento.

En consideración de que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en nombre mío y de mi(s) hijo(s), así como también de parte de cualquier persona que tenga derecho a actuar en mi nombre, por la presente, por siempre, de forma consciente y voluntaria, eximo, exonero y exculpo de cualquier responsabilidad a la Junta Escolar, a sus empleados y agentes de cualquier reclamación, demanda, responsabilidad, acciones, pleitos, juicios, honorarios de abogados, costos y gasto de cualquier tipo que resulte de lesiones o daños, basados en agravios, perjuicios u otros, o que yo y/o mi(s) hijo(s), o mis o nuestros representantes, tengamos durante o en relación con la participación o intervención de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, Exoneración y Exculpación de Responsabilidad o cualquier parte de la misma es inválida o inaplicable por cualquier motivo, las disposiciones restantes de esta Exención, Exoneración y Exculpación de Responsabilidad, así como cualquier otro acuerdo relativo a mi participación o la de mi(s) hijo(s) en esta Actividad, no se verán afectados y permanecerán en pleno vigor y efecto.

Firma del Padre de Familia / Tutor	Firma del Participante de la Actividad
Nombre del Padre de Familia / Tutor en letra de molde	Nombre del Participante de la Actividad en letra de molde
Fecha de la firma	Fecha de la firma

Obligasyon Patisipan nan Aktivite yo
Renonsiyasyon ak Degajman Responsablite

COVID-19 ak Aktivite Volontè Andeyò Pwogram Lekòl la ak yon Jesyonè Delege

Ete 20__ ak Ane Eskolè 20__- 20__

Aktivite Volontè Andeyò Pwogram Lekòl la: _____

Non Paran/Gadyen: _____

Non Patisipan an/(yo): _____

_____

Mwen vle patisipe oubyen otorize pitit mwen an (yo) ("Patisipan Aktivite yo") pou patisipe nan youn oubyen plizyè aktivite volontè ki pa nan kourikoulòm pwogram yo òganize nan lakou lekòl la/(yo) Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl"). Mwen aksepte yo deklare nouvo koronaviris, yo rekonèt kòm COVID-19 la, yon pandemi mondyal yo kwè li kontajye epi pwopaje nan kontak moun-a-moun, tankou nan Miami-Dade County. Mwen rekonèt anplis ajans sante federal, leta ak lokal yo rekòmande distans sosyal ak lòt mezi pou anpeche pwopagasyon COVID-19.

Komisyon Konsèy Lekòl la ap gen òganizasyon endepandan ("Òganizasyon") ki pral fè sèten aktivite ki pa nan kourikoulòm pwogram lekòl la, ki gen ladan kan ete, nan etablisman lekòl li a/(yo) kòmanse nan ete 2020 k ap kontinye nan ane lekòl 2020-2021 an. Mwen konprann si mwen menm oubyen pitit mwen an/(yo) chwazi patisipe nan aktivite òganizasyon sa yo (n ap rele "aktivite"), aktivite yo ap kontwole, òganize, sou kontra, resevwa anplwaye ak asirans endepandamman de Komisyon Konsèy Lekòl la, epi yo pral fèt avèk pwotokòl sekirite òganizasyon sa yo jije ki apwopriye nan sikonstans aktyèl yo, ki kapab chanje. Mwen konprann Komisyon Konsèy Lekòl la pa responsab pou aplikasyon, sipèvizyon oubyen enfòme Patisipan Aktif yo sou pwotokòl sekirite Òganizasyon sa a, e se responsablite mwen ak patisipan nan aktivite a, pou respekte nenpòt pwotokòl sekirite eta, federal ak lokal, ak sa Òganizasyon an bay.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans pou Patisipan nan Aktivite yo, ki gen ladan pitit mwen an/(yo), an sante e an sekirite lè yo ap patisipe nan Aktivite a. Lè mwen siyen anba a, mwen aksepte mwen pral:

- Pran tanperati pitit mwen chak jou pou tcheke pou lafyèv anvan yo kòmanse aktivite a. Lafyèv defini kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen an/(yo) gen yon lafyèv, mwen pap pèmèt pitit mwen an/(yo) patisipe nan Aktivite a jiskaske li pa gen lafyèv pou omwen 72 èdtan.

- Enspekte pitit mwen an/(yo) ak zye mwen pou siy maladi ki ka gen ladan: lafyèv oubyen frison, tous, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen kò, maltèt, pèt nan gou oubyen odè, gòj fè mal, nen bouche oubyen nen koule, kè plen oubyen vomisman, dyare, machwè wouj, respirasyon rapid oubyen difikilte pou respire (san aktivite fizik resan), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen an montre nenpòt nan siy oubyen sentòm sa yo, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske li pa gen siy oubyen sentòm pou omwen 72 èdtan.

- Konfime pitit mwen an/(yo), anvan ak pandan patisipasyon yo nan Aktivite a, pa teste pozitif pou COVID-19 nan 14 dènye jou yo, pa ap tann rezilta tès yo ki baze sou yon ka Covid-19 ki dyagnostike oubyen sispèk, epi li pa gen mwens pase 14 jou depi l te retounen sot nan yon zòn CDC klase Nivo 3 nan Avi Sante pou Moun k ap Vwayaje.

- Konfime pitit mwen an/(yo), anvan ak pandan patisipasyon yo nan aktivite a, pa t an kontak ak moun ki te teste pozitif pou COVID-19 pandan 14 jou ki sot pase yo, oubyen ap tann rezilta tès ki baze sou dyagnostik oubyen ka yo sispèk nan COVID-19, oubyen retounen soti nan yon zòn ki afekte anpil e ki nan Nivo 3 daprè Avi Sante CDC pou Moun k ap Vwayaje yo. Si pitit mwen an/(yo) te an kontak ak yon moun konsa, menm moun ki nan menm kay la, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske 14 jou pase depi moman kontak la.

- Vin cheche pitit mwen san pèdi tan oubyen fè aranjman pou vin chèche si siy oubyen sentòm maladi yo prezan. Mwen konprann timoun yo dwe rete lakay yo jiskaske yo pa gen maladi a pou omwen 72 èdtan san yo pa itilize medikaman.

Lè mwen siyen dokiman sa a, mwen aksepte e afime tout deklarasyon ki anwo yo. Mwen konprann mwen menm oubyen pitit mwen an/yo ka ekspoze oubyen enfekte ak COVID-19 kòm rezilta patisipasyon nan Aktivite a, e ekspozisyon sa a oubyen enfeksyon ka lakòz aksidan pèsonèl, maladi, ak/oubyen lanmò. Mwen konprann risk pou ekspoze oubyen enfeksyon an kapab rezilta aksyon, erè oubyen neglijans nan tèt mwen, pitit mwen/(yo), Òganizasyon sa yo, anplwaye Konsèy Lekòl la, volontè oubyen ajan, lòt patisipan nan Aktivite a oubyen lòt moun ki pa nan lis la, e mwen admèt mwen konnen tout risk sa yo.

An konsiderasyon pou mwen ak/oswa pitit mwen an/(yo) patisipe nan Aktivite a, mwen, nan non pèsonèlman mwen ak pitit mwen an/(yo), ak nenpòt moun ki otorize aji sou non mwen, mwen renonse yon fason konsyan e volontè pou tout tan, e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye ak ajan li yo de tout responsablite, tout reklamasyon, pwosè, responsablite, aksyon, jijman, frè avoka, depans ak nenpòt kalite depans ki soti nan aksidan oswa domaj, ki baze sou fot oswa otreman, mwen ak/oswa pitit mwen an/(yo), oswa reprezantan mwen an/(yo), soufri pandan oswa an koneksyon avèk patisipasyon oswa enplikasyon pitit mwen an/(yo) nan Aktivite a.

Si yo ta detèmine egzanpsyon ak dechajman responsablite sa a oswa nenpòt pati ladan l envalid oswa inaplikab pou kèlkeswa rezon an, dispozisyon ki rete yo nan egzanpsyon sa a, ak nenpòt lòt akò ki gen rapò ak patisipasyon pitit mwen an/(yo) nan Aktivite sa a, pa dwe afekte e l ap rete aplikab nan tout fòs li.

Siyati Paran/Gadyen	Siyati Patisipan
Ekri an lèt detache non paran/gadyen an	Ekri an lèt detache non patisipan an
Dat siyati	Dat siyati

Obligations of Activity Participants
Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities

Summer 20__ and School Year 20__- 20__

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