

REQUEST FOR PROPOSALS

EXECUTIVE SEARCH FIRM FOR SELECTION OF INSPECTOR GENERAL

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

AUGUST 8, 2006

RFP NO. 130-FF10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO.130-FF10

EXECUTIVE SEARCH FIRM FOR SELECTION OF INSPECTOR GENERAL

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** August 8, 2006, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE _____

BY: TYPED _____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

- A. Number of Proposals:

A total of (15) copies of the Proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original."
- ** (14) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. August 8, 2006.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to August 8, 2006. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After August 8, 2006, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement:

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- C. The notice of protest will be reviewed by Procurement Services staff, which will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes, by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE.** Awards become official upon Board action.
- D. **CHARTER SCHOOLS:** Items awarded under this contract shall be made available to charter schools authorized by the School Board.

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. PUBLIC ENTITY CRIMES

Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

For all contracts involving Federal funds, in excess of \$10,000, The Board reserves the right to terminate the contract for cause as well as for convenience by issuing a certified notice to the vendor.

IX. CONE OF SILENCE
BOARD RULE 6GX13-8C-1.212

DEFINITION:

A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:

1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. from engaging in contract negotiations during any duly noticed public meeting;
3. from making a public presentation to the School Board during any duly noticed public meeting; or
4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 6-18-03

Revised 11/03

**REQUEST FOR PROPOSALS #130-FF10
MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**EXECUTIVE SEARCH FIRM
FOR
SELECTION OF INSPECTOR GENERAL**

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Human Resources
1500 Biscayne Boulevard, Suite 241
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals (RFP) is to obtain the services of an executive search firm from the private sector with extensive recruitment experience for universities, community colleges, school systems, and public or private organizations to conduct an executive search for The School Board of Miami-Dade County, Florida, for the purpose of identifying and attracting the most highly qualified candidates for the position of Inspector General.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Fifteen copies, one of which must be an original, of the proposal must be received by 2:00 p.m. (Local Time) on August 8, 2006, at:

*The School Board of Miami-Dade County, Florida
Bid Clerk, Division Procurement Management
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132*

The responsibility for submitting this proposal to the district on or before the stated date and time will be solely and strictly the responsibility of the Proposer. The district will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal package must contain all items requested. Failure to submit all the items requested may render the proposal non-responsive. The proposal must be signed by an officer of the firm legally authorized to conduct business in its name. The proposal must be submitted in a sealed envelope or box marked "**Executive Search Firm For Selection Of Inspector General**".

It is anticipated that a recommended firm may be presented to The School Board of Miami-Dade County, Florida for award on September 13, 2006. Notification to the successful Proposer will be on or after September 13, 2006.

IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT

The school district of Miami-Dade County, Florida, is the fourth largest school system in the nation. The district has approximately 340 schools, 363,288 students, more than 57,372 full and part-time employees, and a \$4.5 billion operating and capital budget. The student population is economically, ethnically, and linguistically diverse, with the largest ethnic group being Hispanic students.

Various municipalities, including cities such as Coral Gables, Hialeah, Miami, Miami Beach, Miami Lakes, and Sweetwater, among others, as well as unincorporated areas comprise the county of Miami-Dade and its school district, which covers 1,955 square miles and is inhabited by over 2,179,000 citizens. Miami-Dade County Public Schools is the area's largest employer.

There are nine School Board members elected from single member districts who serve four-year terms. The elections are conducted on a staggered system, with odd-numbered districts and even-numbered districts contested at alternating two-year intervals.

The Superintendent of Schools is appointed by the School Board and serves as its chief executive officer and ex-officio secretary. The Superintendent is responsible for the overall administration of the school system and recommends appropriate actions for the Board's approval.

The primary and central role of the Inspector General is the responsibility for the initiation and completion of internal and external investigations, as more precisely described in School Board Rule 6Gx13-8A-1.07, Office of Inspector General (**Attachment A**).

The Inspector General will be responsible for the complete supervision and operation of the Office of Inspector General. The Inspector General will provide a central point for coordination of, and responsibility for, activities that promote accountability, integrity, and efficiency in government. The Inspector General will keep the School Board and Audit Committee informed of fraud, abuses, and deficiencies relating to programs and operations administered or financed by the Board; recommend corrective action; and report on the progress made in implementing corrective action.

The Inspector General shall conduct, supervise, and coordinate investigations designed to detect, deter, prevent, and eradicate fraud, waste, financial mismanagement, fiscal misconduct, and other abuses in government. The Inspector General shall receive and consider complaints, and conduct, supervise, or coordinate such inquiries, investigations, or reviews as the Inspector General deems appropriate with input from the Audit Committee. The Inspector General shall report complaints to applicable outside agencies (including the Florida Department of Education or law-enforcement agencies or the Florida Commission on Ethics, as appropriate), and aid in those inquiries through in-house access to personnel and documents. The Inspector General shall also timely report to the

appropriate law enforcement agency whenever the Inspector General has reasonable grounds to believe there has been a violation of criminal law. The Inspector General exercises independent judgment; in doing so, the Inspector General will conduct investigations and other inquiries free of actual or perceived impairment to the independence of the Inspector General or the Office of the Inspector General. The Inspector General must, among other things, also timely submit final reports on investigations conducted by the Inspector General to the Audit Committee and School Board.

V. TECHNICAL REQUIREMENTS

The Board intends to engage the selected executive search firm for the period of time necessary to identify and appoint the best-qualified candidate. In performance of these services, the selected firm shall work closely with the Board appointed Selection Committee, which will keep the Board fully informed as to the status of the search. The services provided by the selected firm may include, but not be limited to, interviewing each member of the Board and the Selection Committee to develop a profile of the most desired skills, experience and personality of the new Inspector General, identifying qualified individuals to apply for the position; seeking candidates who may be reluctant to formally apply, evaluating those who do and do not apply; and developing a list of finalists for the Selection Committee.

The Proposer should plan to provide the Selection Committee with progress reports as to the status of the search and submit a list of finalists for the Selection Committee's consideration.

The School Board's intention in conducting a search is to find the most qualified person for the position. The Board expects that there may be candidates from within the school district and throughout the State. The executive search firm selected for this assignment is encouraged to seek local, as well as candidates from throughout the nation. The successful firm shall provide a list of potential candidates to the Board appointed selection committee by October 16, 2006, unless otherwise authorized by the Chairman of the Selection Committee.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS:

A. The Proposer shall submit a list of the most recent/relevant comparable recruitments during the last three years that the firm has successfully conducted for related executive positions in the private and public sector. Information should include:

- Titles of positions recruited.
- Dates of recruitment and appointment.
- Names and addresses of agencies for which the work was performed.

- The length of the process from initial recruitment until appointment.
 - Names of appointees.
 - References with names, addresses, and telephone numbers of the individuals from the agencies for which the work was performed.
 - Total compensation including salary, benefits package, and total benefits package value.
- B. The Proposer shall submit a comprehensive plan for the recruitment and selection process of the Inspector General, which should include, but not be limited to, the following:
- Specific plan of action on how the firm will proceed with the search.
 - Specific plan of action on how the firm will solicit candidates, interview candidates, and verify candidates' references and maintain confidentiality where appropriate.
 - Specific plan of action on how the potential candidates will be evaluated.
 - Estimated timeline for the recruitment and selection process.
 - A total not to exceed price for the services to be provided that includes:
 - estimated number of hours and hourly rate for each person who will be working on the assignment;
 - not to exceed travel expenses that include the estimated number of trips and approximate cost per trip for the proposer to meet with potential candidates;
 - cost of advertising, mailing or other costs of distributing information regarding the vacancy; and
 - miscellaneous costs, such as telephone or printing costs.
- C. The Proposer shall submit the name, address, telephone number, qualifications, and resume of the person who will serve as the principal consultant responsible for the timely performance of all services and to whom all communications will be directed. The principal consultant must be available throughout the term of the agreement and shall not be replaced without prior written consent of the Board.
- D. The Proposer shall submit the names, addresses, telephone numbers, qualifications, and resumes of any staff that will serve as part of the search team for Inspector General.
- E. The Proposer shall indicate the location of the firm (name, address, telephone number) and the office from which the proposed project will be administered.

- F. The Proposer should be able to demonstrate that it has the necessary financial resources to devote to the project. Evidence of this must be indicated by capitalization of the proposer's firm, the history of the firm, the corporate structure, number of years the proposer has been in business. The proposer is requested to submit a current audited or CPA certified financial statement.
- G. Proposal must include an itemization of charges for professional services performed as outlined in Section VI, paragraph B. A total not to exceed cost must be included in the proposal.
- H. The proposer shall submit the names, addresses, and telephone numbers of at least five professional references for similar executive search recruitments.

VII. TERMS OF CONTRACT

A. General Information

The term of the contract shall begin immediately after award of the contract, by The School Board of Miami-Dade County, Florida, which is scheduled for September 13, 2006. The successful proposer shall have a list of potential candidates available for the Board appointed Selection Committee's review by October 16, 2006, unless otherwise authorized by the Chairman of the Selection Committee. The term of the contract shall expire upon Board appointment of the Inspector General. The Proposer shall comply with all School Board of Miami-Dade County rules, as well as state and federal statutes prohibiting discrimination. The cost of services for this engagement shall not exceed \$112,000.

B. Cancellation

The Board shall have the right to cancel the agreement for unacceptable performance at any given time, giving the other party fifteen (15) days prior written notice.

C. Method of Payment:

The successful proposer is requested to submit monthly invoices reflecting actual or contractual costs, itemized by category.

VIII. EVALUATION OF PROPOSALS

Proposals will be screened by a designated Selection Committee, in order to ascertain which proposal best meets the needs of the School Board and will be recommended to the School Board for approval. The selection committee will review all proposals received and may interview a short list of Proposers for oral presentations. Final contract award will be made by the School Board.

Evaluation considerations will include, but not be limited to, the following:

- A. Responsiveness of the proposal clearly stating an understanding of the work to be performed.
- B. Qualifications and experience and/or expertise in the area of executive search and recruitment services, with emphasis on successful placement of legal representatives. Documented experience with working with large corporations, urban school districts, colleges and universities, or governmental agencies with similar characteristics and needs as Miami-Dade County Public Schools.
- C. Cost may not be the dominant factor, but will have significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.
- D. Competence, including technical education and training, experience in the kind of project to be undertaken, and availability of adequate personnel.
- E. Financial strength of the Proposer.
- F. The Proposer's past record of professional accomplishments, including the number of projects pursuant to the specifications completed satisfactorily. Please indicate the name, the year of placement, the position of the recruited individual and whether or not that individual is still employed by the hiring organization.
- G. M/WBE Participation.

The school district reserves the right to reject any and all proposals, to further negotiate proposals by successful proposer(s) for terms more favorable to the District, to waive irregularities or informalities, to accept or reject any items or combination of items, to request clarification of information submitted in any proposal and to request additional information from any proposer. Following the selection of a proposal and approval by the School Board, a professional services agreement acceptable to the School Board Attorney will be entered into with the successful proposer. Unsuccessful proposers will not receive additional information following the issuance of a final decision.

The screening committee for evaluating the proposals will consist of the following members:

The Inspector General of Miami-Dade County or designee;

The Chair of the M-DCPS Ethics Committee or designee;

The Chair of the M-DCPS Audit Committee or designee;

The Special Agent in Charge of the Miami Field Office of the Florida Department of Law Enforcement or designee;

The State Attorney for the Eleventh Judicial Circuit or designee;

A retired Chief Justice of the Florida Supreme Court or another retired justice or judge selected by the other members of this Selection Committee

A representative from the M-DCPS' labor unions

A representative from Procurement Management Services (non-voting).

A representative from the Division of Business Development and Assistance

Alternates shall serve, in the event that due to illness or other unforeseen circumstances, any member of the screening committee is unable to participate.

IX. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

- A. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.
- B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force, (Attachment B).

M/WBE Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://procurement.dadeschools.net/pdf/3920.pdf>

X. INDEMNIFICATION

The successful proposer, if selected for this RFP, shall agree to the following language:

The proposer shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

XI. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements outlined below:

- A. Public Liability (Commercial General) Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage liability. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional named insured on the policy.

- B. Proof of Professional Liability (i.e., Medical Malpractice, etc.) Insurance in the name of the proposer, with limits of liability not less than \$1,000,000 per wrongful act. All certificates of insurance submitted must be issued by companies authorized to conduct business under the laws of the State of Florida, with an A.M. Best rating (most currently published), must be no less than B+ as to management, and no less than Class V as to financial strength. Certificates shall indicate no modification in insurance shall be made within thirty (30) days advanced written notice to the additional named insured or certificate holder.

XII. THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §§ 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see **ATTACHMENT C** (Sworn Statement Pursuant to §§ 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in §§1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in §. 435.04, Florida Statutes within 48 hours of its occurrence.

Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction shall constitute grounds for immediate termination of this Agreement by the Board.

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

COMPLIANCE WITH SCHOOL CODE

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

XIII. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

XIV. PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XV. IMPLEMENTATION SCHEDULE

The planned implementation schedule is as follows:

Procurement Contract Review Committee	06/29/2006
Mailing and Advertising of RFP	07/12/2006
Opening of Proposals	08/08/2006
Evaluation by Screening Committee	08/17/2006
*Oral Presentations, (if required)	08/21/2006
Recommendation to School Board for Approval	09/13/2006

(*If oral presentations are required, proposer must attend, as scheduled)

XVI. ADDITIONAL INFORMATION

Any additional information regarding proposal procedures may be obtained from:

Ms. Barbara D. Jones, CPPB, Director
Procurement Management
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail - bjones@dadeschools.net

School Board – Powers and Duties

OFFICE OF INSPECTOR GENERAL

1. Purpose-- To effectuate the School Board of Miami-Dade County's requirement that all District operations be carried out with honesty, integrity, efficiency, and legal compliance, the Board has hereby created the Office of Inspector General (OIG) as an independent internal "watchdog" that can seek the initiation of investigations by the Miami-Dade Schools Police Investigative Division or applicable outside agencies, including the DOE and law enforcement agencies, and can aid in those inquiries through in-house access to personnel and documents. When appropriate, the OIG may itself conduct investigations and report the findings to the Audit Committee and School Board.
2. Selection of the Inspector General (IG)-- The Board shall bear the cost of the search for an IG, including the costs and expenditures associated with the operation of an ad-hoc volunteer selection committee to screen applications for the IG position. The committee shall elect a chair and vice-chair and shall exist until the IG is appointed.
 - a. Consistent with minimum qualifications for state-agency inspectors general under Fla. Stat. § 20.055, and to ensure that audits and investigations are performed in accordance with applicable government auditing standards, the IG shall possess at least the following qualifications:
 - i. a bachelor's degree from an accredited college or university with a major in accounting, or with a major in business which includes five courses in accounting, and five (5) years of experience as an internal auditor or independent post auditor, electronic data processing auditor, accountant, or any combination thereof. The experience shall at a minimum consist of audits of units of government or private business enterprises; or
 - ii. a master's degree in accounting, business administration, or public administration from an accredited college or university and at least four (4) years of experience as required in paragraph (i); or
 - iii. preferably, a Florida certified public accountant license or a certified internal audit certificate issued by the Institute of Internal Auditors or earned by examination, and four (4) years of experience as required in paragraph (i).
 - b. The IG selection committee shall be composed of the following individuals:
 - i. the Inspector General of Miami-Dade County or designee;
 - ii. the chair of the MDCPS Ethics Committee or designee;

- iii. the chair of the MDCPS Audit Committee or designee;
 - iv. the president of the Miami-Dade Police Chief's Association or designee;
 - v. the Special Agent in Charge of the Miami Field Office of the Florida Department of Law Enforcement or designee;
 - vi. the State Attorney for the Eleventh Judicial Circuit or designee;
 - vii. the Public Defender for the Eleventh Judicial Circuit or designee; and
 - viii. a retired Chief Justice of the Florida Supreme Court or another retired justice or judge selected by the other members of this selection committee;
 - ix. a representative from MDCPS' labor unions.
- c. With prior input from the Audit Committee, the School Board shall select, by majority vote at a regular Board meeting (or, if deemed necessary, at a special meeting with proper notice), an IG from a list of at least three (3) qualified candidates recommended by the selection committee. If the Board does not choose to appoint any of these candidates, the selection committee shall then recommend a new slate of at least three (3) candidates (which may include up to one (1) of the prior candidates if the committee determines that candidate to be worthy of reconsideration).
- d. Contract.-- An employment contract shall be negotiated and executed between the School Board and the individual selected as the IG. This employment contract shall incorporate by reference the provisions of this Rule.
- i. The IG's salary shall be as negotiated by the parties, within a range established by the Board.
 - ii. The length of the contract may be up to four years, with an option for renewal or extension by mutual agreement and action of the Board.
 - iii. The contract shall provide for an evaluation instrument to be used by the School Board with input from the Audit Committee pursuant to section (13), below.
 - iv. Termination for Cause.-- The School Board may remove the IG from office according to the terms of the IG's employment contract. The contract shall include a clause to the effect that any recommendation for the removal or transfer of the IG, and the reasons for such removal or transfer, shall be brought before the Audit Committee to obtain its advice; and the School Board may, after thirty (30) days' written notice to the IG, terminate its contract with the IG if the Board determines that the IG has failed to meet or fulfill his/her obligations as set forth in this

Rule, the IG's contract, or the IG's Job Description. This written notice will be transmitted after action of the Board at a regular Board meeting (or, if deemed necessary, at a special meeting with proper notice). Should a majority of the Board decide to terminate the IG's contract, the 30-days' notice of termination will be issued subsequent to the Board's action at the public meeting. The written notice should provide the IG an opportunity to cure the delineated deficiency(ies). If the Board determines that the IG has not cured the defects within the allotted time, the termination shall be deemed final, in which case the IG may retain the salary and benefits accrued up to the time of the termination, but shall not be entitled to any other compensation such as severance damages.

- e. The selection process described above shall also be utilized in the event of a vacancy in the position of IG.
3. Office Organization.-- The OIG shall be provided suitable office space with adequate security. The OIG shall include an inspector general (IG), and such inspector/investigator/auditor and support positions as the Board deems appropriate, all of which shall be contract employees of the School Board and shall be entitled to all salary, insurance, leave, benefits, retirement, and disability benefits and other rights and obligations like regular District employees.
 - a. The OIG staff shall report to the Board through the IG. The IG shall have authority to recommend the Board's hiring of the inspector/investigator/auditor staff and support personnel. The IG will assign tasks to the OIG staff, whose work shall be supervised and evaluated by the IG. The School Board will establish job descriptions and salary levels, approve performance appraisals, and approve removal of employees.
 - b. Although the IG and the OIG employees shall function independently of the Superintendent, the IG and OIG employees shall follow all the rules, policies, procedures, and guidelines which govern District employees, including without limitation the rules regarding payroll, personnel, and travel.
 4. Budget.-- The Board will provide the funding to operate the OIG and will establish its budget on an annual basis as part of the Board's annual budget.
 - a. The IG shall annually prepare, for provision to the Superintendent and Board by March 15 of each fiscal year, a proposed annual budget detailing anticipated employee salary and benefit costs and operating expenses, as part of the annual Board budget preparation process. Upon approval by the Board, the budgeted amount will be allocated for the next fiscal year from general funds.
 - b. If a significant investigation's or audit's scope would cause expenses to

exceed the budgeted funding amount, the IG may request additional funding from the School Board. In assessing the necessity for the IG's request for additional funding, the Board should consider the related budgetary concerns or recommendations provided by the Superintendent. The Board may deny the increase or may grant it in whole or in part. In an attempt to limit the impact of unexpected fiscal needs, the IG may request that the Superintendent lend the assistance of existing qualified District staff as needed. The Superintendent will have the discretion to grant or decline such requests.

- c. All OIG expenditures and costs shall be properly documented for auditing purposes. Invoices related to services performed by the OIG will be reviewed, approved, and processed in accordance with school system procedures.
5. Efficiency and Coordination.-- The Board, Superintendent, OIG, Chief Auditor, and Miami-Dade Schools Police will cooperate to achieve the goals of preventing and detecting fraud, waste, financial mismanagement, or other abuses that might arise, and promoting accountability, integrity, economy, and efficiency in government.
- a. To avoid duplication of efforts, the OIG shall ensure effective coordination and cooperation with (but shall be separate and independent from) the Office of Management and Compliance Audits, the Office of Professional Standards, the Civilian Investigative Unit, and the Miami-Dade Schools Police Department. Similarly, the Chief Auditor should keep the OIG informed of relevant activities.
 - b. The OIG will not investigate complaints about collective-bargaining agreement matters or employee performance or misconduct allegations not involving fraud, waste, financial mismanagement, or fiscal abuse. OIG investigations should not be duplicative of matters more properly handled by the Miami-Dade Schools Police Department Investigative Division (general criminal and administrative investigations), the District's Civilian Investigative Unit (serious non-criminal allegations such as violations of Board Rule 6Gx13-4A-1.213), or the District's Office of Civil Rights Compliance (such as discrimination or harassment under Board Rule 6Gx13- 4A-1.32). The OIG will not investigate complaints that would be more properly within the jurisdiction of those departments or some other agency such as the State Attorney's Office, local police departments, or the state or federal government.
 - i. The OIG should refer matters to the appropriate agency but shall keep a record indicating: the name of the complainant; the date the complaint was filed; the nature of the complaint; the reason for the referral; the date of the referral; the outcome of the other agency's investigation; and any other information believed to be pertinent or necessary.

- ii. If a District department or outside agency to which the OIG refers a complaint later determines that the OIG is in a better position to, or has more-appropriate jurisdiction to, investigate the matter, the OIG may accept the return referral and proceed with the investigation.
 - iii. If a complaint were to be filed against the IG individually or another OIG employee pertaining to matters other than fraud, waste, financial mismanagement or abuse, the complaint will be referred to the Miami-Dade Schools Police Department Investigative Division and the District's Civilian Investigative Unit to determine whether, and how, the complaint should be investigated.
 - c. At the request of the OIG, the Board, the Audit Committee, or the Superintendent, the IG will meet to discuss issues or concerns.
 - d. OIG personnel will make every reasonable effort to minimize any disruption or interference with work activities being performed in the school system. Except where investigative requirements dictate otherwise, advance notice should be given of a need for the IG or other OIG staff to access areas not routinely accessed by the Board, employees, contractors, or subcontractors of the school. Visits to school sites should be coordinated with the principal and School Police; and any access to students (e.g. interviews or requests for statements) must be consistent with the District's procedures for investigations and the rights of parents and guardians.
 - e. The OIG will coordinate media contacts regarding investigations or audits in its office, and other Board or District personnel should not discuss with the press any pending investigations, audits, or reviews being conducted by the OIG.
6. Independence and Impartiality
- a. To promote the independence and objectivity of the IG function, the IG shall report to, and be selected and evaluated by, the School Board, with input from the Audit Committee under Board Rule 6Gx13- 2C-1.142.
 - b. The IG is an independent agent of the Board. Neither the Administration nor any individual Board member may prevent or prohibit the IG from initiating, carrying out, or completing any audit or investigation consistent with this rule.
 - c. The OIG shall be impartial and free of organizational and political pressures that could limit its objectivity in investigating or selecting matters to be examined. The Inspector General shall not be involved in any political campaign for a School Board elective office nor make financial contributions to any such campaign. Inspectors shall not have any line authority over, or responsibility for, the matters that they investigate or audit.

- d. No employee of the OIG shall conduct or supervise an investigation or audit of an activity or program for which he/she was responsible or in which he/she was employed during the prior two (2) years.
7. Relationship to DOE's OIG.-- The MDCPS OIG is an independent office created by, and reporting to, the School Board. The Board recognizes, however, that the DOE's OIG also possesses separate, independent authority under Fla. Stat. § 1001.20(4)(e) to "detect[] fraud and abuse within school districts."
- a. To promote independent investigation in any case where the Board itself, or a member thereof, is the subject of an allegation, the OIG may refer the complaint to the DOE's OIG for handling under Fla. Stat. § 1001.20(4)(e), which provides that the DOE's OIG may "conduct, coordinate, or request investigations into substantiated allegations made by any person relating to waste, fraud, or financial mismanagement within school districts" when the School Board "is unwilling or unable to address substantiated allegations made by any person relating to waste, fraud, or financial mismanagement."
 - b. After consultation with the Audit Committee, the IG may also refer other allegations to the DOE's OIG in unique circumstances such as if the members of the OIG are disqualified under section (6)(d) or if the OIG itself were to be the subject of the kind of complaints normally handled by the OIG.
8. Authority and Responsibilities.-- Like state-agency OIGs under Fla. Stat. § 20.055, the MDCPS OIG shall provide a central point for coordination of, and responsibility for, activities that promote accountability, integrity, and efficiency in government. The OIG shall keep the School Board and Audit Committee informed of fraud, abuses, and deficiencies relating to programs and operations administered or financed by the Board; recommend corrective action concerning fraud, abuses, and deficiencies; and report on the progress made in implementing corrective action. The OIG shall have authority to:
- a. report complaints to applicable outside agencies (including the DOE or law-enforcement agencies or the Florida Commission on Ethics, as appropriate, pursuant to subsection (5)(b), above), and aid in those inquiries through in-house access to personnel and documents. This subsection includes authority to coordinate or request investigations by the DOE into substantiated allegations made by any person relating to waste, fraud, or financial mismanagement within the District, pursuant to Fla. Stat. § 1001.20(4)(e);
 - b. initiate, conduct, supervise, and coordinate investigations designed to detect, deter, prevent, and eradicate fraud, waste, financial mismanagement, fiscal misconduct, and other abuses in government;
 - c. receive and consider complaints, and conduct, supervise, or coordinate

such inquiries, investigations, or reviews as the IG deems appropriate with input from the Audit Committee;

- d. timely report to the appropriate law enforcement agency whenever the IG has reasonable grounds to believe there has been a violation of criminal law;
- e. conduct investigations and other inquiries free of actual or perceived impairment to the independence of the IG or the OIG (this includes freedom from any interference with investigations and timely access to records and other sources of information);
- f. timely submit final reports on investigations conducted by the IG to the Audit Committee and School Board; and
- g. prepare reports as described in Section (12) below.

9. Initiation of Investigations

- a. The School Board, the Superintendent, and other interested persons may lodge specific complaints of alleged fraud, waste, mismanagement, misconduct, and other abuses. The School Board and Superintendent must report all allegations or indications of fraud or other activities that may involve criminal conduct.
- b. Additionally, pursuant to Fla. Stat. § 112.3187(6) the OIG shall be the designee of the District's chief executive officer for purposes of receiving Whistle-blower's Act disclosures under § 112.3187(7).
 - i. Such whistle-blower's disclosures may be made by a District employee, applicant, or independent contractor concerning:
 - A. any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of the District or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare; or
 - B. any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of the District or independent contractor.
 - ii. The Board recognizes the legislative intent to prevent retaliatory action against an employee or independent contractor who discloses information under the Whistle-blower's Act on his/her own initiative in a written and signed complaint (or is asked to participate in a District investigation or inquiry), which the employee or contractor in good faith believes to be true. When the OIG receives a complaint or information

that falls within the definition provided in subparagraphs (i)(A) or (B) above, the name or identity of the individual shall not be disclosed without the written consent of the employee, applicant, or contractor unless the IG determines that: a) the disclosure of the identity is necessary to prevent a substantial and specific danger to the public's health, safety, or welfare or to prevent the imminent commission of a crime; or b) the disclosure is unavoidable and absolutely necessary during the course of the audit, evaluation, or investigation, as stated in Fla. Stat. § 112.3188(1).

10. Administration's Support for OIG Activities.-- To properly carry out its responsibilities, the Board and Superintendent shall ensure that the IG is reasonably granted:

- a. authority to coordinate and conduct investigations and audits of any departments, office, activity, or program under the control of the School Board;
- b. complete and unrestricted access to all District records, documents, and facilities or other assets owned, borrowed, or used by the District, which should include District-related documents of District vendors, independent contractors, business partners, lessees, and lessors, as necessary in performing OIG activities;
- c. the ability to request reasonable assistance from appropriate District personnel, including the Miami-Dade Schools Police, in locating assets and obtaining records and documents;
- d. the ability to request that the Superintendent provide additional staffing from the Miami-Dade Schools Police, the Office of Management and Compliance Audits, the Facilities Department, and/or the Civilian Investigative Unit; and
- e. unrestricted interview privileges, both written or oral, with all Board members, District management, and employees. The IG may also obtain information from District vendors, independent contractors, lessees, lessors, and business partners when such information is needed while conducting an investigation or audit.

11. Due Process.-- The OIG shall respect employees' and contractors' due-process rights as prescribed by state law, Board rules, and/or applicable collective-bargaining agreements.

- a. When investigations conducted or coordinated by the OIG bring to light apparent criminal violations or civil violations that could result in employee discipline or termination of a vendor's contract, the IG shall provide relevant factual information to the appropriate agency or District department for further investigation and provision of due process. For example:

- i. Violations of the nature normally considered by the Civilian Investigative Unit will be referred to that department through the Miami-Dade Schools Police for provision of due process to the implicated employee.
 - ii. If an independent contractor is implicated, the matter will be investigated pursuant to Board Rule 6Gx13- 3F-1.023(I), which may include a recommendation for contract termination or debarment under Board Rule 6Gx13- 3F-1.023(H)(2)(b) or (c).
 - iii. Alleged criminal matters will be reported to the Miami-Dade Schools Police or other appropriate law-enforcement agency for provision of due process through the criminal justice system.
- b. The OIG shall strive to protect employees from false complaints. If the IG determines that an individual has filed a false report with the OIG, the IG shall refer that individual to the appropriate law-enforcement agency for investigation and possible prosecution under Fla. Stat. § 837.06 or other applicable laws. Any employee who knowingly files a false report with the OIG will be subject to disciplinary action as provided by law, Board rules, and applicable collective-bargaining agreements.
 - c. Before issuing a final written report, the IG will communicate with, and schedule a meeting to review the preliminary report and response with, the respective investigated or audited individual, office, department, or division. When investigating or auditing the services of a vendor, and/or in the event information and response is needed from a vendor, this step may include meeting with the vendor when the investigation or audit is near completion, and the vendor or affected person must agree to maintain the confidentiality of the preliminary/draft report reviewed in the meeting pursuant to the applicable statute cited in section (12)(b), below, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed. Failure to enter such confidentiality agreement shall be deemed as that vendor's waiver of the opportunity to respond to the preliminary report, and the investigation or audit shall be completed without the response.

12. Reporting Procedures

- a. OIG reports shall be objective, clear, concise, constructive, and timely, and shall contain the professional conclusions and recommendations of the IG regarding the matter reviewed. Each investigation or audit conducted by the OIG will result in a written report to the School Board and Audit Committee (although whistle-blower's investigations shall be conducted and reported similarly to, and consistent with, Fla. Stat. § 112.3189; and matters referred for active investigation by the District's Civilian Investigative Unit, the District's Office of Civil Rights Compliance, the Miami-Dade Schools Police Investigative Division or other law-enforcement

agency, or the DOE, upon referral by the OIG, shall not be reported in personally-identifiable form by the OIG when a preliminary report could harm the integrity of that pending investigation).

- b. The OIG shall properly protect confidential information. For example,
 - i. Pursuant to § 119.07(3)(y), Fla. Stat., and Ch. 95-399 § 2, Laws of Fla., work papers, notes, and preliminary or draft audit reports shall be held confidential and exempt from public-records disclosure until the audit is completed by submission of the final draft of the report to the School Board.
 - ii. Under Fla. Stat. § 112.3188(2)(b), whistle-blower information is confidential and exempt "if the information is being received or derived from allegations as set forth in [subparagraphs (9)(b)(i)A or B, above] and the investigation is active," and such information can be disclosed only as allowed by § 112.3188(2)(c).
 - iii. Under Fla. Stat. § 1012.31(3)(a)1, "Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential and exempt from the provisions of s. 119.07(1) until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active."
 - iv. Under Fla. Stat. § 1002.22(3), student records are highly confidential and may be disclosed only as allowed by § 1002.22(3)(d) and State Board of Education Rule 6A-1.0955, F.A.C.
 - v. Under Fla. Stat. § 119.071(2)(c)1, "Active criminal intelligence information and active criminal investigative information [as defined in Fla. Stat. § 119.011(3)(a), (b)] are exempt." (Under Fla. Stat. § 119.011(4)(c), the OIG would be deemed a "criminal justice agency" for purposes of records exemptions if it has "custody of criminal intelligence information or criminal investigative information for the purpose of assisting such law enforcement agencies in the conduct of active criminal investigation or prosecution or for the purpose of litigating civil actions under the Racketeer Influenced and Corrupt Organization Act, during the time that such agencies are in possession of criminal intelligence information or criminal investigative information pursuant to their criminal law enforcement duties.")
- c. prepare an annual report summarizing the activities of the OIG during the immediately-preceding fiscal year. The final report will be furnished to the Audit Committee and the School Board. Such reports would include:
 - i. significant abuses and deficiencies relating to the administration of programs and operations disclosed by investigations, audits, reviews, or other activities during the reporting period;

- ii. the IG's recommendations for corrective action during the reporting period with respect to significant problems, abuses, or deficiencies identified;
 - iii. significant recommendation described in previous annual reports on which corrective action has not been completed; and
 - iv. a summary of each investigation completed during the reporting period.
- d. To enhance the independence, objectivity, and effectiveness of the OIG function, the final report shall be submitted at the same time to all members of the School Board and its Audit Committee, and such reports will be available as public records after redaction of any information remaining confidential or exempt.
- e. A follow-up evaluation of compliance with the prior year's OIG recommendations should be performed, and any major recommendations not implemented should be reported to the affected department, the Audit Committee, the School Board, and the Superintendent.
- f. Additionally, the OIG shall submit a quarterly summary statistical report to the Board, Audit Committee, and Superintendent, stating the number of investigations initiated and concluded, the general category of complaints received and investigations conducted, and such other information about the productivity of the OIG as the School Board, Audit Committee, or Superintendent may reasonably request.
- g. Compliance with these reporting requirements shall be considered in evaluating the IG's performance as specified in section (13) below.
13. Annual Evaluation of the IG's Performance.— To ensure accountability for the IG's effectiveness and productivity, the School Board shall annually evaluate the IG's performance in fulfilling the responsibilities outlined in this Rule and the Job Description, with input from the Audit Committee. An evaluation instrument shall be completed by each individual Board member through a private meeting with the IG by the end of May each year. The collection of all the individual members' evaluation instruments will be forwarded to the full Board to be considered, along with input from the Audit Committee, at the regular June meeting. An unsatisfactory evaluation shall constitute grounds for termination for cause pursuant to paragraph (2)(d)(iv) above.

Specific Authority: §§ 1001.41(2); 1001.42(22); 1001.43(10), Fla. Stat.
Laws Implemented, Interpreted, or Made Specific: §§ 112.3187-31895; 119.07(3)(y);
1001.32(2); 1001.41(1), (3); 1001.42(10); 1001.43(2), (10), Fla. Stat.

History:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 1/18/06



**AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN**

ATTACHMENT B

[illegible]

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT C
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this

(Print individual's name and title)

sworn statement on behalf of _____.

(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day or _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials