

**CONTRACT REVIEW CHECKLIST**  
(change/address all issues checked)

Name of Contract:		Date:
√	ISSUE	RESOLUTION
	Current approved form? <input type="checkbox"/> Yes <input type="checkbox"/> No	Please use most current form, which is available on District's website. <i>(If not our form, requires higher level of scrutiny.)</i>
	Prior Relationship with Vendor/Contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Renewal <input type="checkbox"/> Extension <input type="checkbox"/> Amendment Attach prior contract, underlying contract, and any previous renewal(s) or amendment(s), etc.
	Insufficient originals	Provide the following number of originals for execution: <input type="checkbox"/> two <b>(2)</b> <input type="checkbox"/> four <b>(4)</b> <input type="checkbox"/> other: _____
	Hand-written revisions <input type="checkbox"/> Yes <input type="checkbox"/> No	If not incorporated into redraft of contract, any hand-written changes must be initialed by all parties signing the contract.
	Authorization	<input type="checkbox"/> Provide Board Item/Procurement Authority <input type="checkbox"/> Does not comply with Board Item
	Name of Contracting Entity	The correct name of the contracting entity is " <b>The School Board of Miami-Dade County, Florida</b> " (not Miami Dade County Public Schools) or (not _____).
	Name of Vendor /Contractor	<input type="checkbox"/> Verified through Florida Division of Corporations: <ul style="list-style-type: none"> <li>• Active? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Date Filed: _____</li> <li>• Document No. _____</li> <li>• FEIN: _____</li> <li>• Last Annual Report filed: _____</li> </ul> <input type="checkbox"/> Please use the correct name of the Contractor which seems to be: _____, d/b/a/ _____. <input type="checkbox"/> The President of _____ must sign the attached Corporate Resolution and Affidavit
	Scope of Work /Deliverables	Describe the nature of the contracted services/Anticipated outcome of the services/location of services/dates and hours of service
	Term	<input type="checkbox"/> The "entered into" date should be a date <b>prior</b> to the date services are to begin. <input type="checkbox"/> The services have already been performed. In the future, submit contract prior to services being completed. <input type="checkbox"/> Other: _____

Payment Terms	Specify deliverables that must be received before each payment, or the formula for payments (invoicing). <ul style="list-style-type: none"> <li>Are rates fixed? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Do they change in the future? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>
Conflict(s) of Interest?	Complete form attached
Compliance with Florida Law*	
Compliance with Board Policies*	
Compliance with Florida's Public Record's Act*	See Contract Terms Item No. 7 (including maintaining the confidentiality of records exempted by law from public disclosure)
Performance contingent on grant award?*	<input type="checkbox"/> Yes <input type="checkbox"/> No If performance of contract is dependent, in whole or in part, on the award of a grant, the contingency must be referenced in the contract. See Contract Terms Item No. 8
Hold Harmless/ Indemnification*	See Contract Terms Item No. 3 (limiting the Board's exposure to liability and ensuring that the Board's immunity as afforded by § 768.28, Florida Statutes, is not waived)
Compliance with Jessica Lunsford Act*	<ul style="list-style-type: none"> <li>Add language from FM-2453, Section 15; or</li> <li>Attach Addendum (FM-6918) Background Screening Requirements</li> <li>Exception (<i>describe</i>): _____</li> </ul>
Governing Law & Venue*	See Contract Terms Item No. 4
Protection/retention of Board's real, personal or intellectual property rights ("work for hire")*	<ul style="list-style-type: none"> <li>Copyright, patent, trademark – ensure that "School Board shall retain all rights, title and interest, including copyright, in the work."</li> <li>"Exclusive rights" to both parties should be limited</li> <li>See also, Contract Terms Item No. 10</li> </ul>
Insurance*	All insurance issues/clauses must be reviewed and approved by Risk Management prior to submittal of agreement to Board Attorney (Workers Compensation, General Liability, etc., depending on contract). See default insurance requirements language attached.
Confidentiality of Student Records (FERPA)	<ul style="list-style-type: none"> <li>Add Contract Terms Item No. 1; or</li> <li>Attach Addendum (FM- ) Concerning Student Information</li> </ul>
30-day Termination	See Contract Terms Item No. 2
Attorneys' Fees	All parties shall be responsible for their own attorneys' fees
Attachment missing	Provide the attachment referenced in the agreement
Attachment not referenced	Reference all attachments in the body of the agreement

	Add signature line for:	<input type="checkbox"/> Superintendent <input type="checkbox"/> Board Attorney <input type="checkbox"/> Other: _____
	Signatures required (prior to submission for final approval of Board Attorney):	<input type="checkbox"/> Contractor/Vendor <input type="checkbox"/> Charge Location Administrator <input type="checkbox"/> Regional Superintendent/Division Head <input type="checkbox"/> Office of Grants Administration ( <i>Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV)</i> ) <input type="checkbox"/> Other: _____
	Comments:	

\* Minimum Requirements pursuant to School Board Policies – requirement may be waived by Superintendent (for contracts up to \$100,000).

## CONTRACT TERMS

1. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.
2. Termination. The School Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The District will be required to pay that amount of the contract actually performed to the date of termination.
3. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the School Board agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement. Contractor agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of this agreement. If Contractor is a state agency or subdivision as defined in § 768.28, Florida Statutes, nothing herein shall be constructed to extend Contractor's liability beyond that provided in § 768.28, Florida Statutes.
4. 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 attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.
5. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
6. Entire Agreement. This agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this agreement.
7. Florida's Public Records Laws. This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention.
8. Funding Out. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
9. Indemnification for Copyright Infringement. [redacted] shall defend, indemnify and hold [School System] and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by [redacted] of any third-party patent, copyright or trademark or (ii) misappropriation by [redacted] of any third-party trade secret in connection with any of the foregoing.
10. Intellectual Property Rights (Technology). [redacted] will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If [redacted] uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.
11. Non-Discrimination. Contractor represents and warrants to the School Board that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this agreement.
12. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this agreement shall not be affected thereby; and in lieu of each clause or provision of this agreement which is illegal, invalid or unenforceable, there shall be added, as part of this agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.
13. Assignment. Neither this agreement nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the School Board.
14. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.
15. Attorney's Fees. All parties shall be responsible for their own attorneys' fees.