



**FLORIDA DEPARTMENT OF EDUCATION
Request for Application (RFA Discretionary)**

Bureau / Office

Office of Safe Schools

Program Name

Coach Aaron Feis Guardian Program

Specific Funding Authority(ies)

2020-21 General Appropriations Act, Line 97 and Section 10.

Funding Purpose / Priorities

For the 2020-2021 fiscal year, the anticipated sum of \$52,348,423.87 has been appropriated from the General Revenue Fund to the Department of Education to allocate to sheriffs' offices who establish a school guardian program pursuant to s. 30.15, Florida Statutes. The funds shall be used for screening-related and training-related costs and providing a one-time stipend of \$500 to school guardians who participate in the school guardian program.

Total Funding Amount

Anticipated \$52,348,423.87

Type of Award

Discretionary Non Competitive

Budget / Program Performance Period

July 1, 2020 – June 30, 2021

Target Population(s)

Sheriffs' offices who establish a school guardian program pursuant to s. 30.15, Florida Statutes.

Eligible Applicant(s)

Sheriffs' offices advising that they will adopt and implement the Coach Aaron Feis Guardian Program in their jurisdiction.

Application Due Date

November 1, 2020

DOE 900D July 2017

The due date refers to the date of receipt in the Office of Grants Management.

For State programs, the project effective date will be no earlier than the effective date of the legislative appropriation, usually July 1 of the fiscal year. The ending date can be no later than June 30, of the fiscal year unless otherwise specified in Florida Statutes or proviso.

Matching Requirement

None

Contact Persons

Program Contact

Brooks Rumenik
Office of Safe Schools
850-245-0749
Brooks.Rumenik@fldoe.org

Grants Management Contact

Sue Wilkinson
Office of Grants Management
850-245-0712
Sue.Wilkinson@fldoe.org

Assurances

The Florida Department of Education (FDOE) has developed and implemented a document entitled, **General Terms, Assurances and Conditions for Participation in Coach Aaron Feis Guardian Program. These General Assurances are attached and incorporated into this RFA.**

Risk Analysis

Every agency must complete a Risk Analysis form. The DOE 620 form will be required prior to a project award being issued.

Governmental and Non-Governmental Entities must use the DOE 620 form. The DOE 620 form is required to be submitted each state fiscal year (July 1-June 30) prior to a Project Award being issued for that agency. An amendment is required if significant changes in circumstances in the management and operation of the agency occurs during the state fiscal year after the form has been submitted. The appropriate Risk Analysis form may be found at <http://www.fldoe.org/core/fileparse.php/5625/urlt/doe620.xls>

Funding Method

Other

Terms for payment will be described on the Project Award Notification (DOE 200) and the project number will include the payment code "D." All disbursement reports must be supported by appropriate documents, including but not limited to the deliverables as stated in the approved project, activity reports that tie directly to the tasks performed or deliverables completed for the reporting period, copies of invoices, time sheets, receipts, and paid checks or bank statements. Each report shall also include, as appropriate, the DOE 300 and DOE 301 and reported on the DOE 399 form with an original signature of the official who is authorized to legally bind the entity. Upon receipt of the award notification, funding will be based on agency request and budget release. Funds for guardian stipends may be requested in advance.

Fiscal Records Requirements and Documentation

Applicants must complete a Budget Narrative form, DOE101S. Budget pages must be completed to provide sufficient information to enable FDOE reviewers to understand the nature and reason for the line item cost.

All accounts, records, and other supporting documentation pertaining to costs incurred shall be maintained by the recipient for five years. Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include but are not limited to: invoices with check numbers verifying payment, and/or bank statements; time and effort logs for staff, salary/benefits schedules for staff. All must be available upon request.

Funded programs and any amendments are subject to the procedures outlined in the FDOE Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs, which may be found at www.fldoe.org/grants/greenbook/.

Budgeted items must correlate with the narrative portion of the project application that describes the specific activities, tasks and deliverables to be implemented.

All project recipients must submit a completed DOE 399 form, Final Project Disbursement Report by the dates specified on the DOE 200 form, Project Award Notification.

Financial Consequences

The contract manager shall periodically review the progress made on the activities and deliverables listed. If the contractor fails to meet and comply with the activities/deliverables established in the contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment or request the contractor redo the work or terminate the contract. *Failure to meet the grantee's goals to screen, train, and deploy guardians will result in a decrease in payment commensurate to the per guardian allocation of 15%. The contract manager must assess one or more of these consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contractor to meet the timely and desired results. These financial consequences shall not be considered penalties.*

Allowable Expenses:

Program funds must be used solely for activities that directly support the accomplishment of the program purpose, priorities and expected outcomes during the program period. All expenditures must be consistent with the approved application, as well as applicable state and federal laws, regulations and guidance. Allowable expenditures may include costs associated with employing appropriate staff for administering the project, office materials and supplies and other relevant costs associated with the administration of the project, including meeting room rentals, consultant fees, printing, etc.

Unallowable Expenses:

Below is a list of items or services that are generally not allowed or authorized as expenditures. This is not an all-inclusive list of unallowable items. Sub recipients are expected to consult the FDOE program office with questions regarding allowable costs.

- Pre-award costs incurred prior to July 1, 2020
- Compensation for guardian candidate training beyond the \$500 stipend amount provided in law
- School-based radios

- Entertainment (e.g., a field trip without the approved academic support will be considered entertainment)
- Meals, refreshments or snacks
- End-of-year celebrations, parties or socials
- Game systems and game cartridges (e.g., Wii, Nintendo, PlayStation)
- Out-of-state travel without FDOE pre-approval
- Overnight field trips (e.g. retreats, lock-ins)
- Incentives (e.g., plaques, trophies, stickers, t-shirts, give-a-ways)
- Gift cards
- Decorations
- Advertisement
- Promotional or marketing items (e.g., flags, banners)
- Purchase of facilities or vehicles (e.g., buildings, buses, vans, cars)
- Land acquisition
- Furniture
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- Tuition
- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Dues to organizations, federations or societies for personal benefit
- Costs not allowable per the Reference Guide for State Expenditures, which may be found at www.myfloridacfo.com/aadir/reference_guide/.

Equipment Purchases

Any equipment purchased under this program must follow the Reference Guide for State Expenditures, https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

Any equipment purchases not listed on the original budget approved by the FDOE require an amendment submission and approval prior to purchase by the agency awarded the funding.

Further guidance and instruction on property records, inventory and disposition requirements for property are outlined in the Green Book, www.fldoe.org/grants/greenbook/.

State of Florida, Executive Order 11-116

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the Contract term, (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend.pdf>.

Narrative Section

Scope of Work/Narrative

A sheriff's office that voluntarily adopts and implements the Coach Aaron Feis Guardian Program, established in section s. 30.15, Florida Statutes, is eligible to receive an award for screening, training, and a one-time, \$500 stipend per guardian. Submit, with the application (Form 100A), budget (Form 101S), General Assurances and risk analysis form (Form 620), a separate Scope of Work/Narrative document that includes:

- Project abstract (or summary) – a description of the project need.
- Project design – to include project activities and a timeline for implementation.
 - Certification that the district or charter school(s) has agreed to implement the Coach Aaron Feis Guardian Program, established in s. 30.15, Florida Statutes and per s. 1006.12(3), Florida Statutes.
 - Identification of measureable screening and training goals for participants who elect to participate in the Coach Aaron Feis Guardian Program Grant.
 - A brief summary of the sheriff's office's screening protocols, training plan and other anticipated expenditures related to the Coach Aaron Feis Guardian Program.
 - An outline of the sheriff's office's plan to maintain documentation of weapon and equipment inspections, as well as the training, certification, inspection and qualification records of each school guardian appointed by the sheriff.
 - Survey for planned Guardian training
- Project deliverables must be outlined in the Project Performance Accountability Form and must:
 - be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
 - identify the minimum level of service to be performed
 - be quantifiable, measureable, and verifiable

Return on Investment (State funded projects only)

The recipient is required to provide quarterly return on investment program activities reports to the Department. Return on investment reports should describe programmatic results that are consistent with the expected outcomes, tasks, objectives and deliverables detailed in the executed grant agreement. Beginning at the end of the first full quarter following execution of the grant agreement, the recipient shall provide these quarterly reports to the Department within 30 days after the end of each quarter and thereafter until notified that no further reports are necessary. This report shall document the positive return on investment to the state resulting from the funds provided under the agreement. These reports will be summarized and submitted to the Office of Policy and Budget and are requested so Legislative staff can review the project results throughout the year and develop a basis for budget review in the event subsequent funding is requested for future years.

Reports should summarize the results achieved by the project for the preceding quarter and be cumulative for succeeding quarters. Although there may be some similarity between activity reports and deliverables submitted to the Department as specified in the grant agreement for payment purposes, please note, that this return on investment report is separate and apart from those requirements.

All reports shall be submitted to the designated project manager for the Department. All questions should be directed to the project manager.

Conditions for Acceptance

The requirements listed below should be met for applications to be considered for review:

- 1) Application is received in the Office of Grants Management within the timeframe specified by the RFA
- 2) Application includes required forms: DOE 100A Project Application Form and DOE 101S Budget Narrative Form. Also required is a separate document with the applicant's Scope of Work/Narrative
- 3) All required forms must have the assigned TAPS Number included on the form
- 4) All required forms have signatures by an authorized entity

NOTE: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.

- 5) Application must be submitted to:

Office of Grants Management
Florida Department of Education
325 W. Gaines Street, Room 332
Tallahassee, Florida 32399-0400

Project Performance Accountability Information, Instructions, and Form

NOTE: The following pages are included in the RFA (DOE 900D) template and are to be completed by the applicant.

The Florida Department of Education has a standardized process for preparing applications for discretionary funds. This section of the RFA, Project Performance Accountability, is to assure proper accountability and compliance with applicable state and federal requirements.

The Department's project managers will:

- track each project's performance based on the information provided and the stated criteria for successful performance
- verify the receipt of required deliverables prior to payment

For projects funded via Cash Advance, the Department's project managers will verify that the project activities/deliverables are progressing in a satisfactory manner, consistent with the Scope of Work/Project Narrative and Performance Expectations, on a quarterly basis.

The Scope of Work/ Project Narrative must include the specific tasks that the grantee is required to perform.

Deliverables must:

- be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- identify the minimum level of service to be performed
- be quantifiable, measureable, and verifiable. (*How many, how often, duration*). Effectiveness (*a method demonstrating the success such as a scale goals to be attained is necessary*) Evidence or proof that the activity took place. *Examples of deliverables: documents, manuals, training materials and other tangible product to be developed by the project; training & technical assistance and the method of provision; number of clients or individuals served, the method of providing the service and frequency. Criteria for acceptance will vary based on the services being provided. Specific criteria will need to be developed by the program office, communicated to the provider, articulated in the deliverable form and will become part of the project award.*

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the sub recipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Definitions

- **Scope of Work-** The major tasks that the grantee is required to perform
- **Tasks-** The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence-** The tangible proof
- **Due Date-** Date for completion of tasks
- **Unit Cost-** Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)
Certification and supporting documents in accordance with sections 30.15 and 1006.12, Florida Statutes	Signed certification		
Survey for Guardian Training	Initial survey completed to outline the proposed plan for Guardian training	Initial survey to include the proposed number of guardians, number and type of weapon, type of guardian (school based employee, teacher, private) and host district name	
Identify measurable training goals for participants	List of training requirements for program participants	Outline of training requirements, how training will be conducted, frequency, location and method (in person or simulator)	
Provide or conduct screenings	Provide or conduct screenings for Guardian applicants	Certification that program participants have met the screening requirements, list of participants that have been screened (redacted as necessary)	
Provide or conduct trainings	Provide or conduct trainings for eligible Guardian applicants	Certification that program participants have met the training requirements, training rosters to include date of training, method of training (in person or simulator), type of training completed (i.e. weapon, diversity), sign in/out sheets	
Identify and describe the plan to maintain documentation of weapon and	Outline on weapon and equipment inspections, participant screening and	Report on weapon and equipment inspections, participant screening and training conducted,	

equipment inspections, screening and training of participants, qualification records of appointed guardian and appointment location	training conducted, how records for qualifications and appointments are stored and monitored for continued compliance	how records for qualifications and appointments are stored and monitored for continued compliance	
Survey for Guardian Training	Updated survey completed to outline the proposed plan for Guardian training	Updated survey to include the number of guardians, number and type of weapon, type of guardian (school based employee, teacher, private) and host district name of guardians that have completed the training and have been appointed	

Note: Add additional lines if necessary

**Florida Department of Education
Coach Aaron Feis Guardian Program
Certification Statement**

Check each box as applicable, sign, and return with the application.

In accordance with sections 30.15 and 1006.12, Florida Statutes, the sheriff's office identified below certifies the following:

- The sheriff's office has elected to implement the Coach Aaron Feis Guardian Program and the program is consistent with the requirements of s. 30.15, Florida Statutes.
- Participation in the program is approved by the local school board; or
- If not, is scheduled to be considered by _____ (date)

Sheriff Department

Sheriff or Authorized Designee

Date

Training Survey

County Sheriff's Office

Please provide the following information pertaining to your plan for training Guardians within your program:

	Response	Comments/Additional Information
The total number of handguns issued: (enter # or 0)		
The total number of long arms issued: (enter # or 0)		
The total number of Guardians trained: (enter #)		
Are your Guardians school-based employees? (yes or no)		
If so, are you training teachers, as well as other staff? (yes or no)		
Are you providing training to private security to serve as Guardians? (yes or no)		
Are you providing training to Guardians from another county/school district? (yes or no)		

Assurances, Terms, and Conditions for Participation in the Coach Aaron Feis Guardian Program

The Department of Education has developed an "Assurances" document that must be signed by all agencies.

Instructions: These assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the department. No payment for project/grant awards will be made by this agency without a current signed Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with these Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book), except Section D – General Assurances, Terms and Conditions for Participation in Federal and State Programs, Section C-Fiscal and Program Accountability, and the Glossary. The following document serves as replacement to Section D, and the Glossary. A modified Section C is incorporated as attached.

Typed Agency Name

Agency Number

Typed Name and Title of Authorized Official
(Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

Signature

Date

Area Code/Telephone Number

Assurances

Assurance is hereby given that:

- The recipient has the legal authority to apply for the state funding, and the instructional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this/all applications submitted.
- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.
- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book), except Section D – General Assurances, Terms and Conditions for Federal and State Programs, Section C- Fiscal and Program Accountability, and the Glossary. This document, titled Assurances, Terms and Conditions for the Coach Aaron Feis Guardian Program is submitted in lieu of Section D, and the Glossary. A modified Section C – Fiscal and Program Accountability is incorporated as attached.
- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
- The recipient will use fiscal controls and fund accounting procedures that will ensure proper disbursement of, and accounting for state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to Inspectors General of the State of Florida, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.
- The recipient will submit such reports to the Florida Department of Education as may reasonably be required to enable the Florida Department of Education to perform its duties. The recipient will maintain such fiscal and programmatic records and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

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- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)
 - The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
 - The recipient will comply with all state requirements, as applicable, for internal controls to ensure compliance with state statutes, regulations, and terms and conditions of the award.
 - The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
 - The recipient will comply with all applicable requirements of all other state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.
 - Failure to comply with these Assurances may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.

Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state funds awarded to a project recipient.

Project Application - An entity's request for a project award under state or federal education programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in these "Assurances".

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see modified Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for general expenses required to carry out other responsibilities of the recipient and/or sub-recipient.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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- Requiring that each employee engaged in the performance of the project is given a copy of this statement.
 - Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
 - Abide by the terms of the statement.
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building
No. 3]
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
 - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier).

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

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- With respect to all products created by the grantee for this project, said materials will be the property of the Department.
 - To the extent that any product constitutes a “work” within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a “work for hire.” In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.
 - The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department’s rights.
 - Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a “work for hire” basis and shall not in any way infringe upon the Department’s ownership of the product.
 - The grantee agrees not to convey any rights in the product to a third party.
 - If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.
 - A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with state funds shall be used for the purpose of that state program and accounted for in accordance with applicable state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program, disposition of the equipment will be made as follows:

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- Items of equipment with an acquisition cost of less than \$1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.
 - Items of equipment with an acquisition cost in excess of \$1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
 - In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of \$1,000 through \$5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department.

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of state statutes, rules, and regulations.

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by state laws, rules, and regulations.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) includes the following requirements related to grant files for recipients:

This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at:
<http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf> .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

