Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(9)(A)

From: George M. Burgess
County Manager

Subject: Resolution Retroactively Authorizing Execution of the Interlocal Agreement for Fiscal Year 2007-2008 with Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center For the Provision of Academic Education and Career/Technical Education For Inmates in the Miami-Dade Corrections and Rehabilitation Department

---

Recommendation

It is recommended that the Board retroactively approve the attached resolution authorizing the County Mayor, or his designee, to execute the attached Interlocal Agreement between the School Board of Miami-Dade County, Lindsey Hopkins Technical Educational Center (LHTEC), and Miami-Dade County. The agreement includes revised provisions for providing career/technical and academic education to inmates incarcerated in the detention facilities operated by Miami-Dade Corrections and Rehabilitation Department (MDCR) at a cost not to exceed $400,000.00 for school year 2007-2008.

Scope

This agreement for providing career/technical and academic education to inmates incarcerated in the detention facilities operated by MDCR impacts all Commission Districts equally.

Fiscal Impact/Funding Source

The Miami-Dade County Public Schools (MDCPS) offers a comprehensive academic/vocational service at a competitive rate. Its basic education courses are provided at no charge to the County and cost for the vocational courses is competitively at a lower rate than offered by the private sector. Furthermore, having MDCPS provide both the career/technical and academic education offers the benefits of service continuity and alleviates the need to negotiate the terms and conditions of service delivery by multiple vendors.

The academic education courses are provided at no cost. Cost associated with the career/technical courses will provide for up to 410 contact hours per course, per student, per trimester. The amount of tuition payment based on the School Board's rate will not exceed $400,000. The amount of tuition payment based on the School Board's rate will not exceed $400,000.00 and will be funded through the Inmate Welfare Fund, which receives revenues from the inmate commissary program. In FY 07-08, the Inmate Welfare Fund was budgeted at $600,000, an amount sufficient to fund this agreement.

Track Record/Monitor

Consistent with current and projected enrollments, MDCR anticipates awarding more than 80 General Educational Development (GED) certificates in school year 2006-2007 and 2007-2008. Additionally, the Boot Camp Program could increase the GED awards to upwards of 110. MDCR will monitor this agreement jointly with MDCPS.

Background

MDCR and MDCPS/LHTEC provide career/technical and academic education course work in an

effort to rehabilitate inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism. Since 1987, MDCR has benefited from a longstanding, cooperative relationship with MDCPS for programs in the areas of Industrial Education. Through these programs, inmates at 6 MDCR facilities receive specific training in career/technical education courses, Adult Basic Education, or a GED in accordance with the criteria set by the State of Florida and provided by the Miami-Dade Public School system.

This Interlocal Agreement has been renewed annually since the school year 1987-1988. The agreement for school year 2006-2007 was authorized by R-252-07. This school year's agreement includes substantially revised criteria for the inmates' coursework, student class supplies, standards for GED testing, criteria for student/teacher ratio, an increased number of contact hours, a revised indemnification clause, and corrections of scrivener's errors.

Alina T Hudak
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(9)(A)
4-8-08

RESOLUTION NO._____

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF THE INTER-LOCAL AGREEMENT FOR FISCAL YEAR 2007-2008 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF ACADEMIC EDUCATION AND CAREER/TECHNICAL EDUCATION FOR INMATES IN THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

WHEREAS, the Miami-Dade County Public Schools provides career/technical educational courses not to exceed a maximum of 410 contact hours per course per student, per trimester at the rate prescribed by Florida Statutes Title XLVIII, No. 1009.22 for the 2007-2008 School Year; and

WHEREAS, the Miami-Dade County Public Schools agrees to provide academic education courses to inmates incarcerated in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2007-2008 academic year,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to approve an Inter-local Agreement between Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center, in an amount not to exceed $400,000.00, and to be paid from the Inmate Welfare Fund, for the provision of academic

education and career/technical education courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a part hereof, and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RAD

Robert A. Duvall

SCHOOL OPERATIONS

AFFILIATING AGREEMENT FOR EDUCATIONAL SERVICES AT

COPY

☐ ON-CAMPUS LOCATIONS
☑ OFF-CAMPUS LOCATIONS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs, as outlined in School Board Rule 6Gx13-6C-1.08, Section v.

This Affiliating Agreement is entered into on this 1st day of October, 2007 by and between Miami-Dade County Corrections and Rehabilitation Dept. (Name of Organization), 2525 NW 62 Street (Address), Miami, Florida 33147 (City/State/Zip Code), hereinafter referred to as the Organization and The School Board of Miami-Dade County, Florida, for Lindsey Hopkins Technical Education Center (Center Name).

TERMS OF AGREEMENT

The agreement shall commence on October 1st, 2007 and shall terminate on September 30, 2008.

NATURE OF ORGANIZATION'S SERVICE

See Addendum #1

ORGANIZATION	SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
Donald E. Coffey, Chief, Inmate Services Contact Person	Ms. Rosa D Borgen, Principal Contact Person
(786) 263-6309 Phone Number	(305) 324-6070 Phone Number
(786) 263-6185 Fax Number	(305) 545-6397 Fax Number

FM-6103 Rev. (03-07)

COPY

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

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

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

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

CANCELLATION

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

INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization 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.

The Organization 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 the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

GOVERNING LAW & VENUE

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

CONFIDENTIALITY OF STUDENT RECORDS

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

COPY

INSURANCE

Prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than $300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than $300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes.

Organization Representative — Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee — Date

Chief Administrator/Region Director — Date

Center Principal — Date 7/13/07

Risk Management — Date

APPROVED AS TO FORM:

School Board Attorney — Date

FM-6103 Rev. (03-07)

COPY

ADDENDUM # 1

TO

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER

AND

MIAMI-DADE COUNTY

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has entered into a contractual agreement with Miami-Dade County.

NOW, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows.

Section 1

The Miami-Dade County School Board/Lindsey Hopkins Technical Educational Center will:

1. Teach inmates General Adult Education classes, to include Adult Basic Education (ABE) and General Educational Development (GED) preparation.

2. Train inmates in Career/Technical Education courses, to include programs in the areas of Industrial Education and any other areas as requested by the County within the scope and regulations set by the Florida Department of Education's curriculum frameworks and the ability of the school to provide them.

3. Provide career/technical educational courses not to exceed 410 contact hours per course per student, per trimester at the rate prescribed by §1009.22, Florida Statutes for the 2007/2008 School Year, (rates are subject to change when mandated by the school district and the State).

4. Provide educational instruction in accordance with §1004.93, Florida Statutes, Title XLVIII for the 2007/2008 School Year.

5. Provide GED testing to inmates through the GED Testing Center as needed. A minimum number of ten (10) students are necessary in order to retain the service of a Test Examiner/Proctor.

COPY

6. Provide monthly-itemized statements of students' enrollment to the County, and additionally, the number of GED Diplomas and the number of career/technical certificates of completion earned.

7. Provide data on student progress in career/technical educational and academic post-secondary educational programs. This will include certificates of competency and completion.

8. Supervise instruction and curriculum content and delivery.

9. Meet with personnel from the Department on a quarterly basis to discuss program status and progress.

Section 2

The COUNTY will:

1. Insure that M-DCPS/LHTEC is provided appropriate classroom space and security.

2. Provide the students necessary to start full classes with a minimum of twenty (20) students enrolled in academic/educational programs. Enrollment in career/technical educational classes will vary depending on eligible students and student/teacher ratio as recommended by the Florida Department of Education.

3. Provide paper, pencil, labels, folders, books and consumable supplies for specific career/technical classes, which are required to properly conduct the classes.

4. Provide payment for the General Education Development Test (GED) within 30 days after receipt of the invoice.

5. Provide payment on a trimester basis to the M-DCPS/LHTEC when presented with an itemized listing of students who enrolled in classes.

6. The amount of tuition payment based on the School Board rate for students registered in career/technical classes will not exceed $400,000.00.

Section 3

COPY

With respect to this agreement between the M-DCPS/LHTEC and the COUNTY it is understood and agreed to as follows:

1. This agreement shall become effective upon execution and shall remain in effect unless modified in writing by mutual consent of both parties with an advanced notice of 30 days. This contract will expire on September 30, 2008.

2. Any party hereto may terminate this agreement, with or without cause, at any time giving 30 days prior written notice by certified mail, return receipt requested, to the other party hereto indicating that the agreement will be terminated. After the effective date of the termination, neither party shall be responsible to the other for any payment of bills incurred after the termination date, with the exception of financial encumbrances and/or payments for services rendered prior to the date of termination.

Governing Law & Venue

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

Confidentiality of Student Records

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

IN WITNESS WHEREOF, the parties have causes this Agreement to be executed by the respective and duly authorized officers this _____ day of _____, 2007.

COPY

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

_____ _____
Superintendent Date
Miami-Dade County Public Schools

_____ _____
Region Superintendent Date
Miami-Dade County Public Schools

_____ 7/17/07
Center Principal Date
Miami-Dade County Public Schools

_____ _____
Risk Management Date
Miami-Dade County Public Schools

APPROVED AS TO FORM

_____ _____
School Board-Attorney County Manager

_____
County Clerk

_____
County Attorney

Miami-Dade County Public Schools

Miami-Dade County Public Schools
giving our students the world

ADDENDUM TO VENDOR AGREEMENT

COPY

ADDENDUM 2 **to** Agreement between the School Board of Miami-Dade County, Florida/Lindsey Hopkins Technical Education Center **("Agreement")**

BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 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 1 (Sworn Statement Pursuant to Sections 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 sections 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 s. 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.

COPY

Miami-Dade County
(Name of Individual or Entity)

By: _____
(Name of Individual signing on behalf of self or entity)

Title: _____

Date: _____

The School Board of Miami-Dade County, Florida
By: _____

Rudolph F. Crew, Ed. D
Superintendent of Schools, or designee

_____
Printed Name of Designee

Date: _____

Approved as to form:

_____
School Board Attorney

_____
Originating Office Administrator

Initials