Memorandum

MIAMI-DADE COUNTY

Date:	December 2, 2008
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Retroactively Authorizing a Cooperative Agreement with the Miami-Dade County Public Schools

Agenda Item No. 9(A)(2)

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor Designee to enter into a retroactive Cooperative Agreement between the Miami-Dade County Public Schools and Miami-Dade Corrections and Rehabilitation Department to provide educational services for school-age students detained at both the Turner Guilford Knight Correctional Center (both girls and boys) and the Women's Detention Center (girls). The term of the Cooperative Agreement shall be for the 2008 summer session and the 2008-2009 school year. This Cooperative Agreement may be renewed upon School Board approval and mutual consent by the County Manager and the Superintendent.

Scope

The scope of this Agreement is county wide in nature.

Fiscal Impact/Funding Source

There is no cost to Miami-Dade County for the educational program provided through this Agreement. Miami-Dade Public Schools is reimbursed by the State of Florida in accordance with the Full-Time Equivalency (FTE) count.

Track Record/Monitor

This agreement will be monitored by Rehabilitative Services Bureau Commander Fred Crawford.

Background

Miami-Dade County Public Schools provides an educational program to school-age students who are in the custody of the Miami-Dade Corrections and Rehabilitation Department. Under the terms of the Cooperative Agreement, Miami-Dade County Public Schools provide certified instructors, the required materials and equipment to conduct high school and GED classes.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 2, 2008

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

SUBJECT: Agenda Item No. 9(A)(2)

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

14

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(2)
12-2-08

RESOLUTION NO._____

RESOLUTION RETROACTIVELY AUTHORIZING A COOPERATIVE AGREEMENT WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE PROVISION OF EDUCATIONAL CLASSES FOR JUVENILES IN THE CUSTODY OF THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

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

WHEREAS, the Miami-Dade County Public Schools agrees to continue providing educational coursed to incarcerated juveniles in the Miami-Dade Corrections and Rehabilitation Department facilities; and for the 2008-2009 academic year; and

WHEREAS, the term of this cooperative agreement shall be for the one year period that encompasses the summer session and the school year 2008-2009 and can be renewed upon School Board approval and the mutual consent by the County Mayor or his designee and Superintendent of Schools ,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the cooperative agreement between Miami-Dade County Public Schools and the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made part hereof, and authorizing the County Mayor or County Mayor 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 2nd day of December, 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.

Robert A. Duvall

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT**, dated this **1st day of July, 2008**, for the term including the 2008 summer session and the 2008-2009 school year, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as "**SCHOOL BOARD**" or "**Miami-Dade County Public Schools**" or "**M-DCPS**") and **MIAMI-DADE COUNTY DEPARTMENT OF CORRECTIONS AND REHABILITATION**, located at **2525 NW 62nd STREET, MIAMI, FLORIDA 33147** on behalf of **TURNER GUILFORD KNIGHT (TGK) DETENTION CENTER** and **THE WOMEN'S DETENTION CENTER** (hereinafter referred to as "**THE AGENCY**"),

WITNESSETH

WHEREAS, the parties hereto desire to enter into this Cooperative Agreement for the education of school-age students detained at the **TURNER GUILFORD KNIGHT (TGK) DETENTION CENTER** and the **WOMEN'S DETENTION CENTER,** in Miami-Dade County, Florida, pursuant to the provisions of §1001.42, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

A. The **SCHOOL BOARD** agrees to provide an educational program to the school-age students incarcerated at **TURNER GUILFORD KNIGHT DETENTION CENTER**, located at **7000 NW 41st Street, Miami, Florida 33127,** and **THE WOMEN'S DETENTION CENTER,** located at **1401 NW 7th Street, Miami, Florida 33136,** operated by **THE DEPARTMENT OF CORRECTIONS AND REHABILITATION**, in accordance with state law, the rules of the State Board of Education. The program

being provided through this Cooperative Agreement shall be consistent with §1003.52 and §1003.53, Florida Statutes, as follows:

1. **PROGRAM ADMINISTRATION:** The School Board's designee for purposes of administering this agreement shall be the M-DCPS Superintendent of Schools, who may assign a designated administrator for monitoring compliance and educational program administration. The designee, for the purposes of this Contract, shall be the principal assigned to the Educational Alternative Outreach Program.

2. **TEACHERS:** The **SCHOOL BOARD** shall provide teachers mutually agreed upon with the Department of Corrections and Rehabilitation consistent with the **SCHOOL BOARD** established teacher-student ratio for alternative education, as based upon the M-DCPS *School Allocations Plan*. Said teachers will be mutually agreed upon and are employees of the **SCHOOL BOARD** and shall be supervised by **SCHOOL BOARD** personnel. It is understood by the parties that all personnel provided by the Miami-Dade County Public Schools, pursuant to this Cooperative Agreement, are Miami-Dade County Public Schools' employees subject to the Rules of the **SCHOOL BOARD** and all applicable M-DCPS/UTD labor contracts. Employees of Miami-Dade County Public Schools are not subject to the employment rules and policies of the Department of Corrections and Rehabilitation, unless specifically stated in this Cooperative Agreement. **Miami-Dade County Public School** employees shall abide by the Department of Corrections and Rehabilitation policies and procedures as it relates to safety, security and ingress/egress into the corrections facility. The Teacher Handbook for Educational Alternative Outreach Programs shall govern staff assigned to **THE AGENCY**. Copies of this handbook and the M-DCPS/UTD will be provided to center staff members.

6

3. **MATERIALS AND EQUIPMENT:** The **SCHOOL BOARD** shall provide materials and equipment (not including furniture) to **THE AGENCY** on the same basis as materials and equipment are supplied to regular classes within the Miami-Dade County Public Schools. **THE AGENCY** shall receive materials and equipment to supply the appropriate number of classes.

4. **ATTENDANCE AND FULL-TIME EQUIVALENT (FTE) COUNT: SCHOOL BOARD** personnel shall be responsible for conducting the FTE count and providing a daily attendance roster to the designated M-DCPS staff member, via facsimile to enter attendance in the M-DCPS Integrated Student Information System (ISIS).

5. **EDUCATIONAL PROGRAM COST:** The **SCHOOL BOARD** shall not be obligated to pay any costs or expenses in connection with this Cooperative Agreement except as set forth in Paragraph A1 and A2 above.

6. **PROGRAM IMPLEMENTATION:** The **SCHOOL BOARD** shall provide a written philosophy, curriculum, and methodology, as stated in the Student Progression Plan, School Board Rule 6Gx13-5B-1.04, and made part hereof by reference. Instruction in all courses required by the **SCHOOL BOARD** shall be provided.

7. **STATE ASSESSMENTS: SCHOOL BOARD** instructional staff shall implement the student achievement testing program known as the Florida Comprehensive Assessment Test (FCAT). This statewide assessment program shall be administered annually to measure reading, writing, science, and mathematics. Student participation in the testing program is mandatory.

8. STUDENT EDUCATIONAL RECORDS: THE AGENCY shall ensure that all student records from previous correctional facilities attended shall be included in the student's incarceration package prior to entry into the facility. Attendance records and student progress reports shall be maintained by **SCHOOL BOARD** personnel and shall be made available to the staff of **THE AGENCY** upon request. The **SCHOOL BOARD** shall ensure that M-DCPS personnel maintain grade books, including Sunshine State Standards checklists. M-DCPS personnel shall enter grades into M-DCPS Integrated Student Information System (ISIS) at the end of each school year. For students exiting the program prior to the semester end, progress reports shall be completed and forwarded to receiving schools utilizing M-DCPS Student Progress Form (FM 5976). The **SCHOOL BOARD** shall transfer and receive records via the student's commitment package. Student records shall be maintained in accordance with §1002.22, Florida Statutes. Students and their parents shall have rights of access, rights of challenge, and rights of privacy with respect to such records and reports, and rules shall be available for the exercise of these rights. All applicable laws and regulations shall be strictly adhered to. Necessary student information will be shared between the **SCHOOL BOARD** and **THE AGENCY** in accordance with Florida Statutes.

9. CONFIDENTIALITY OF STUDENT RECORDS: THE AGENCY understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The Agency further agrees to comply with the Family Educational Rights and Privacy Act (FERPA). The Agency shall regard all student information as confidential and will not disclose the student information to any third party.

10. SCHOOL BOARD RULES: The rules of the **SCHOOL BOARD** shall be adhered to in relation to **SCHOOL BOARD** teachers and other **SCHOOL BOARD** employees.

11. STUDENT DISCIPLINE: While students are in the **SCHOOL BOARD'S** educational program, **SCHOOL BOARD** rules regarding school discipline shall apply to the extent that is consistent with the security and discipline policies and procedures of the Department of Corrections. The students shall be given the **M-DCPS** *Student Code of Conduct* upon admission.

B. THE AGENCY agrees to provide the following services covered by this Cooperative Agreement:

1. PROGRAM ADMINISTRATION: THE AGENCY shall designate a staff member to be responsible for the administration of the provisions of this Agreement and for the supervision of the educational program provided to each student under this Agreement. **THE AGENCY** shall provide documentation to the **SCHOOL BOARD** identifying all administrative, instructional and support service personnel assigned to each site.

2. NOTICE OF DISCHARGE: Written notice of discharge of any client will be provided. **THE AGENCY** shall coordinate efforts with **SCHOOL BOARD** personnel to provide coordination, preparation and planning for student movement in and between programs. **THE AGENCY** shall ensure that a student transition process is implemented and that a transition plan is developed for each student upon admission to designated individuals from outside agencies and/or programs. **THE AGENCY** will notify the **SCHOOL BOARD** personnel of a student's transition 30 days prior to a student are preparing to exit a program.

9

3. **FACILITIES, CLASSROOMS AND FURNITURE: THE AGENCY** shall ensure that building space shall meet specifications set forth by Rule 6-2.001, FAC. This shall include specific room(s) designated as classrooms and furniture that meets the specifications of the standards set forth by the Florida State Department of Education.

THE AGENCY shall provide student classrooms with a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials, and secured storage of **SCHOOL BOARD** owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffings or psychological evaluations.

THE AGENCY shall maintain current sanitation, health certificates and fire inspections for each appropriate building and each such building shall be open for inspection by Miami-Dade County authorities. **THE AGENCY** shall comply with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Florida Department of Education's State Requirements for Educational Facilities in accordance to §1000.04, §1013.01 and §1013.03 Florida Statutes and Chapter 6A-2.0010, FAC.

4. **SCHOOL-AGE CLIENT RECORDS:** All documentation, including, but not limited to, each student's comprehensive medical summary, psychological reports, and educational records, which will assist the **SCHOOL BOARD** in providing an appropriate education to the student involved, shall be available to M-DCPS staff members upon request. **THE AGENCY** shall ensure that all students entering the facility are immunized as required by §1003.22, Florida Statutes. If a student requires

immunization, an exemption for 30 days may be issued for the student who enters a Department of Corrections and Rehabilitation program to permit the student to attend class until his or her records can be obtained or until the immunizations can be obtained. An authorized Department of Corrections and Rehabilitation official is responsible for follow - up of each student who enters a Department of Corrections and Rehabilitation program until proper documentation or immunizations are obtained.

5. SPECIAL EDUCATION (SPED) RECORDS: All **SPED** records for student with disabilities will be provided to M-DCPS ESE support staff upon an ESE student's official enrollment within assigned facility. It shall be the responsibility of **THE AGENCY** to formally request all **SPED** records from all out-of-county Department of Corrections and Rehabilitation facilities or school systems. The Department of Corrections and Rehabilitation shall provide M-DCPS **SPED** support staff an appropriately dated, written notification of requests for ESE records. It shall be the sole responsibility of **THE AGENCY** to provide all out-of-county ESE student records to M-DCPS **SPED** support staff.

6. PROGRAM REVIEW: The **SCHOOL BOARD** shall monitor and evaluate the educational program provided through the Department of Corrections and Rehabilitation supported facility. **THE AGENCY** shall comply with Florida Statutes, Florida State Board of Education Rules, applicable federal and state laws, rules, and regulations. Appropriate **SCHOOL BOARD** personnel and Department of Corrections and Rehabilitation personnel shall review the program provided by the **SCHOOL BOARD** at **THE AGENCY** and shall confer with the staff of the Contracting Center at reasonable times.

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7. **NON-DISCRIMINATION COMPLIANCE:** Written assurance of full compliance with §1000.05, Florida Statutes, on matters related to race, ethnicity, national origin, gender, disability, limited English proficiency or marital status regarding a student or an employee in the state system shall be provided by **THE AGENCY**. No person in this state shall, on the basis of race, ethnicity, national origin, gender, disability, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public K-20 education program in admission to and participation in its programs and activities. In accordance with School Board Rules 6Gx13-4A1.01 and 6Gx13-4A-1.32, no student shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination of any kind, due to social and family background, color, religion, age, political beliefs, pregnancy or sexual orientation and/or linguistic preference, in addition to the categories listed in the above-referenced Florida statues.

8. **INDEMNIFICATION: THE AGENCY** does hereby agree to indemnify, defend, and hold harmless M-DCPS to the extent of the limitations included within §768.78, Florida Statutes, for any and all personal injury or property damage claims, liability, losses and causes of actions, judgments and attorney's fees which may arise out of the **THE AGENCY'S** negligent performance of the stipulations of this Cooperative Agreement. However, nothing herein shall be deemed to indemnify M-DCPS for any liability or claim arising out of the negligent performance or failure of performance of M-DCPS or as a result of the negligence of any unrelated third unrelated party.

M-DCPS does hereby agree to indemnify and hold harmless the **THE AGENCY** to the extent of the limitations included within §768.78, Florida Statutes, for any and all

personal injury or property damage claims, liability, losses and causes of actions, judgments and attorneys fees which may arise out of the M-DCPS negligent performance of this Cooperative Agreement. However, nothing herein shall be deemed to indemnify the **THE AGENCY** for any liability or claim arising out of the negligent performance or failure of performance of the **THE AGENCY** or as a result of the negligence of any unrelated third party.

9. PERSONNEL CLEARANCE: THE AGENCY shall ensure that all personnel employed by **THE AGENCY,** while M-DCPS students are attending the educational services component of the facility, are cleared in accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467,Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021as amended from time to time The Agency agrees that, if The Agency receives remuneration for services, The Agency and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, The Agency agrees that each of its employees, representatives, agents. The Agency 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 the above-referenced statutes and School Board rules.**

Pursuant to the 2007 amendments to The Jessica Lunsfords Act (JLA) enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history

checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla.Stat. (2007). In addition, the provisions of §1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

Any noninstructional personnel who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The Agency will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

The Agency 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. The Agency agrees to require all its affected employees to sign a statement, as a condition of employment with The Agency 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 Agency/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021

within 48 hours of its occurrence. The Agency 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. The Agency 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. The Agency 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 The Agency 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 qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by The Agency 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

The Agency 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 The Agency 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.

10. DRUG SCREENING: THE AGENCY agrees to conduct general drug screening on all applicants for non-instructional positions within the agency, including contracted personnel, in the manner set forth in School Board Rule 6Gx13-4-1.05, and the Miami-Dade County Public Schools Drug Free Workplace Technical Guide, attached hereto as Appendix A. A negative screening result shall be required for employment. The cost of the drug screening will be borne of **THE AGENCY** or employee.

C. The parties hereto further agree as follows:

1. NOTICE PROVISION: When either the **SCHOOL BOARD** or **THE AGENCY** desires to give notice to the other, such notice must be in writing, sent by United States Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

- **MIAMI-DADE COUNTY DEPARTMENT OF CORRECTIONS AND REHABILITATION**
  Division Chief
  2525 NW 62nd Street, Miami, Florida, 33147
- **MIAMI - DADE COUNTY PUBLIC SCHOOLS**
  Superintendent of Schools
  1450 N.E. 2nd Avenue, Miami, Florida 33132

2. EDUCATIONAL COMPONENT: They shall comply with all state and federal laws regarding the education of the students who meet the criteria established by Rule 6A-6.05281, FAC, for Educational Programs within the Department of Corrections and Rehabilitation. Student Eligibility is defined as:

Students who do not attend a local public school due to their placement in a detention, commitment, day treatment, or early delinquency intervention program shall be provided high quality and effective educational programs by the local school district in which the facility is located or by a provider through a contract with the local school district.

3. GENERAL EDUCATIONAL DEVELOPMENT (GED) DIPLOMA: The **SCHOOL BOARD** agrees to notify students who have filed intent to terminate school enrollment of the option of enrolling in a program to attain a GED in accordance to §1003.21, §1003.45 Florida Statutes, in addition to State Board Rule 6A-6021 FAC. If any student has filed intent to terminate school enrollment, the **SCHOOL BOARD** shall provide students the option of enrolling in a program to attain a GED. The **SCHOOL BOARD** shall prepare students to take the GED when those students are in jeopardy of not obtaining a regular high school diploma. The **SCHOOL BOARD** will administer the GED test to those students who have met the criteria for testing. The **SCHOOL BOARD** shall agree to provide the GED Exit Option as amended per §1003.52, Florida Statutes. In addition, students shall be provided the opportunity to participate in the Florida Virtual School courses.

4. EXCEPTIONAL STUDENT EDUCATION (ESE): All students placed in the program, who meet the eligibility criteria for exceptional student education, shall be provided a free appropriate public education consistent with the requirements of Chapter 6A-6, Florida Administrative Code (FAC). Students with disabilities, as defined by Section 504 of the Rehabilitation Act, shall be provided the necessary aids and services.

5. **ENGLISH LANGUAGE LEARNERS (ELL):** All **ELL** students placed in an alternative program shall have equal access to entitled services, including assessment and appropriate instructional strategies consistent with the requirements of Chapter 6A-6, FAC.

6. **GRADUATION:** The **SCHOOL BOARD** shall provide instruction to prepare all students to demonstrate proficiency in the skills necessary for successful grade-to-grade progression and high school graduation. Students placed in the Department of Corrections and Rehabilitation programs, collaboration between **THE AGENCY** and the **SCHOOL BOARD** shall be essential in order for these students to attain this goal and become productive members of the community.

7. **COST:** There shall be no cost to the school-age students for the educational program provided through this Cooperative Agreement.

8. **SCHOOL DAY:** The instructional school day and year shall be consistent with School Board Rule 6Gx13- 6A-1.03 and Miami - Dade County Public Schools/UTD Contract Article XX, Section 3, and the Elementary and Secondary School Calendar.

9. **REVIEW:** The program being provided through this Cooperative Agreement shall be reviewed monthly by **SCHOOL BOARD** staff.

10. **TERMS:** The terms of this yearly Cooperative Agreement shall be for the **2008-2009 school year**. Additionally, both parties agree that this Cooperative Agreement may be renewed upon School Board approval and the mutual consent by the County Manager and the Superintendent of Schools.

11. **AGREEMENT TERMINATION:** Either party may cancel this Cooperative Agreement by delivery of a written notice to the chief executive officer of

the other party at least thirty (30) days prior to the proposed termination date. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this agreement will be terminated immediately.

12. MODIFICATION OR AMENDMENT TO AGREEMENT: This Cooperative Agreement may be modified or amended only by mutual, written consent of both parties.

13. 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, Florida. 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first hereinabove set forth.

MIAMI-DADE COUNTY FLORIDA, BY ITS BOARD OF COUNTY COMMISIONERS THE AGENCY

BY _____
County Manager (Please Print)

_____
Signature Date

Attest _____
Deputy Clerk (Please Print)

_____
Signature Date

_____
Attorney for County (Please Print)

_____ 11/6/08
Signature Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____ 9/4/08
District Director Date
School Operations/Alternative Education

_____
Risk Management Date

_____ 9/8/08
Attorney for School Board Date

_____
Dr. Rudolph F. Crew, Superintendent of Schools
or Designee: Date