Memorandum

MIAMI-DADE COUNTY

Date: August 2, 2011

Agenda Item No. 9(A)(1)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Resolution Authorizing Execution of an Inter-local Agreement for Fiscal Year 2011-2012 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

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Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor, or County Mayor's designee, to execute the attached Inter-local Agreement with the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center (MDCPS/LHTEC) and Miami-Dade County. The agreement includes provisions for career/technical and academic education to inmates incarcerated in the detention facilities operated by the Miami-Dade Corrections and Rehabilitation Department (MDCR) at a cost not to exceed $400,000.00 for school year 2011-2012.

Scope

This agreement with MDCPS/LHTEC is countywide in nature.

Fiscal Impact/Funding Source

The MDCPS/LHTEC offers a comprehensive academic/vocational service at a competitive rate. Previously, its basic education courses were provided at no charge to the County. However, rates are subject to change when mandated by the school district and the State. The cost for the vocational courses is competitively at a lower rate than offered by the private sector. Furthermore, having MDCPS/LHTEC 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.

Effective July 1, 2011, at the rate prescribed by Florida Statutes 1009.22, the academic education courses will be provided at $30.00 per student, per trimester for Florida residents and $120.00 for non-Florida residents. The costs associated with the career/technical courses will provide for up to 405 contact hours per course, per student, per trimester at the rate prescribed by Florida Statutes 1009.22. 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. For FY 2011-2012, $400,000.00 will be set aside in the Inmate Welfare Fund budget for this purpose.

Track Record/Monitor

Consistent with current and projected enrollments, MDCR anticipates awarding more than 50 General Educational Development (GED) certificates in the 2011-2012 school year. The agreement will be monitored by Program Services Division Chief Donald Coffey.

Background

The MDCR and MDCPS/LHTEC are committed to providing 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, the MDCR has benefited from a longstanding, cooperative relationship with MDCPS for programs in the area of Industrial Education. Through these programs, inmates at six (6) MDCR facilities will continue to receive specific training in career/technical education courses, Adult Basic Education, or GED in accordance with the criteria set by the State of Florida and provided by the MDCPS system.

This interlocal agreement has been renewed annually since the 1987-1988 school year. The agreement for the 2011-2012 school year includes substantially the same provisions as the 2010-2011 agreement. The agreement for the 2010-2011 school year was authorized by R-618-10.

Henry F. Sori
Special Assistant to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: August 2, 2011

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

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
8-2-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR FISCAL YEAR 2011-2012 WITH THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT AND THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF ACADEMIC AND CAREER/TECHNICAL EDUCATION FOR INMATES; AND AUTHORIZING THE COUNTY MAYOR AND/OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, 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 405 contact hours per course per student, per trimester at the rate prescribed by Florida Statutes Title XLVIII, No. 1009.22 for the 2011/2012 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 2011/2012 academic year at $30.00 per student per trimester for Florida residents and $120.00 for non-Florida residents as prescribed by Florida Statutes Title XLVIII, No. 1009.22 for the 2011/2012 School 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 Interlocal 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 and/or County Mayor's 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

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The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of August, 2011. 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

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

By:_____
Deputy Clerk

Robert A. Duvall

SCHOOL OPERATIONS

AFFILIATING AGREEMENT FOR EDUCATIONAL SERVICES AT

☐ 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.

This Affiliating Agreement is entered into on this 21st day of March, 20 11 by and between Miami-Dade County/Department of Corrections (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 1, 2011 and shall terminate on September 30, 2012.

NATURE OF ORGANIZATION'S SERVICE

See Addendum #1

ORGANIZATION	SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
Chief Donald E. Coffey, Program Services	Nyce Daniel, Principal
Contact Person	Contact Person
(786) 263-6309	(305) 324-6070
Phone Number	Phone Number
(786) 263-6130	(305) 545-6397
Fax Number	Fax Number

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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.

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.

Timothy P. Ryan — 6/22/11

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

Risk Management — Date

APPROVED AS TO FORM:

School Board Attorney — Date

ADDENDUM #1

TO

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

LINDSEY HOPKINS TECHNICAL EDUCATION CENTER

AND

MIAMI-DADE COUNTY

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Education 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.

Section1

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

1. Teach inmates General Adult Education classes, to include Adult Basic Education Provide career/technical and adult general educational courses not to exceed 405 contact hours per course per student (see attached 2011-2012 school calendar), per trimester at the rate prescribed by §1009.22, Florida Statues for the 2011-2012 School Year, (rates are subject to change when mandated by the school district and the State). (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 Educations' curriculum frameworks and the ability of the school to provide them.

3. Provide career/technical educational courses not to exceed 405 contact hours per course per student (see attached 2011-2012 school calendar), per trimester at the rate prescribed by §1009.22, Florida Statues for the 2011-2012 School Year, (rates are subject to change when mandated by the school district and the State).

4. Provide educational instruction in accordance with §Florida Statutes, Title XLVIII for the 2010/2011 School Year.

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

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 education 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 education 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) presented with an itemized listing of students who enrolled in classes.

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 and adult general educational classes will not exceed $400,000.00.

Section 3

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 advance notice of 30 days. This contract will expire on September 30, 2012.

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 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 _____, 2011.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

_____ _____

Superintendent Date
Miami-Dade County Public Schools

_____ _____

Region Superintendent Date
Miami-Dade County Public Schools

_____ _____

Center Principal Date
Miami-Dade County Public Schools

APPROVED AS TO FORM

_____ _____ _____ _____

School Board-Attorney Date County Manager Date

_____ _____ _____ _____

County Attorney Date County Clerk Date

MIAMI-DADE COUNTY PUBLIC SCHOOLS
2011-2012 CALENDAR
ADULT/VOCATIONAL EDUCATION

August 2011

M	T	W	T	F
1	2	3	4	5
8	9	10	△11	△12
△15	△16	△17	18	19
	23	24	25	26
29	30	31		

September 2011

M	T	W	T	F
			1	2
	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October 2011

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28*
31				

November 2011

M	T	W	T	F
	1	2	3	4
7	8	9	10	
14	15	16	17	18
21	22	23		
28	29	30		

December 2011

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	
19				

January 2012

M	T	W	T	F
		4	5	6
9	10	11	12	13
	17	18	19	20
23	24	25	26	27
30	31			

February 2012

M	T	W	T	F
		1	2	3*
6	7	8	9	10
13	14	15	16	17
	21	22	23	24
27	28	29		

March 2012

M	T	W	T	F
			1	2
5	6	7	8	9
19	20	21	22	23
26	27	28	29	30

April 2012

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18		20
	24	25	26	27
30				

May 2012

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
	29	30	31	

June 2012

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

July 2012

M	T	W	T	F
2	3		5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

August 2012

M	T	W	T	F
			2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FLORIDA COMPREHENSIVE ASSESSMENT TEST® FCAT SUNSHINE STATE STANDARDS (SSS) / FCAT 2.0 NEXT GENERATION SSS

OCTOBER 10–14, 2011 OR OCTOBER 17–21, 2011	GRADES 11–ADULT* (NEW STUDENTS/RETAKES)	FCAT READING & MATHEMATICS FCAT 2.0 READING RETAKE TESTS
DECEMBER 6–7, 2011	GRADES 4, 8, AND 10	FCAT WRITING PROMPT FIELD TEST
FEBRUARY 28– MARCH 1, 2012	GRADES 4, 8, AND 10	FCAT WRITING
APRIL 16–27, 2012	GRADES 3–10	FCAT 2.0 READING
APRIL 16–27, 2012	GRADES 3–8	FCAT 2.0 MATHEMATICS
APRIL 16–27, 2012	GRADES 5 AND 8	FCAT 2.0 SCIENCE
APRIL 16–27, 2012	GRADES 11–ADULT* (NEW STUDENTS/RETAKES)	FCAT READING & MATHEMATICS FCAT 2.0 READING RETAKE TESTS

△ New Teachers Report

○ Teacher Planning Day

○* Teacher Planning Day No Opt

Legal Holiday

Recess Day

Beg/End of Grading Period

Days in Grading Period

1-78

2-68

3-70

14

2011-2012 SCHOOL CALENDAR
ADULT/VOCATIONAL EDUCATION
MIAMI-DADE COUNTY PUBLIC SCHOOLS
MIAMI, FLORIDA

HOLIDAYS – 2011

September 5	Labor Day
November 11	Veterans' Day
November 24	Thanksgiving

HOLIDAYS – 2012

January 16	Observance of Dr. Martin Luther King, Jr.'s Birthday
February 20	All President's Day
May 28	Observance of Memorial Day

Number of School Days in TRIMESTER 1					**Number of School Days in TRIMESTER 2**				**Number of School Days in TRIMESTER 3**				
Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Apr	May	June	July	Aug
8	20	20	18	12	20	19	16	13	6	22	20	21	1
TOTAL: 78					**TOTAL: 68**				**TOTAL: 70**				

Total Trimester Days Students Are in School = 216

*Teachers may opt to work one or more days, August 16, 17, 2011, in lieu of any of the teacher planning days except August 19, 2011, and the designated Professional Development Days, October 28, 2011, and February 3, 2012. Also, at the discretion of the principal, teachers may opt to conduct classes on a teacher planning day in lieu of a regularly scheduled class day during those times when special events and activities scheduled by the day school program disrupt on-campus adult education programs.