# MEMORANDUM

Agenda Item No. 8(B)(1)

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| **TO:** | Honorable Chairwoman Rebeca Sosa<br>and Members, Board of County Commissioners | **DATE:** | June 3, 2014 |
| **FROM:** | R. A. Cuevas, Jr.<br>County Attorney | **SUBJECT:** | Resolution authorizing an Affiliating Agreement with the Miami-Dade County Public Schools for the provision of special educational classes for young adults in the custody of and the Miami-Dade Corrections Rehabilitation Department |

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

# Memorandum

MIAMI-DADE COUNTY

**Date:** June 3, 2014

**To:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez
Mayor

**Subject:** Resolution Authorizing a Affiliating Agreement with the Miami-Dade County Public Schools and Miami Dade County

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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 enter into an Affiliating Agreement between the Miami-Dade County Public Schools and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department (MDCR), to provide special educational services for young adults between the ages of 18 and 22 detained at the Metro-West Detention Center (MWDC). The term of the Affiliating Agreement shall be for the last three-month period of the 2013-2014 school year. This Affiliating Agreement may be renewed upon the School Board approval and mutual consent by the County Mayor or County Mayor's designee and the Miami-Dade Public Schools Superintendent.

**SCOPE**

The scope of this Agreement is countywide 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 count.

**TRACK RECORD/MONITOR**

This agreement will be monitored by Program Services Division Chief Donald Coffey.

**BACKGROUND**

The Miami-Dade County Public Schools has provided educational courses annually for juvenile and young adult inmates with special needs incarcerated in Miami-Dade County jail facilities since 1983. Pursuant to Florida Statutes, the Miami-Dade School Board offers educational services to juveniles who have not graduated from high school and eligible students with disabilities who have not graduated with a standard diploma or its equivalent. The educational services are based upon the estimated length of time the student will be in the facility and the student's current level of functioning. Under the terms of the Affiliating Agreement, Miami-Dade County Public Schools provides certified instructors, as well as, the required materials and equipment to conduct secondary school education. The current Affiliating Agreement for the period of July 1, 2013 to June 30, 2014 was adopted by the Board of County Commissioners on September 17, 2013 and provided for an educational program designed to meet the need of students in grades 6-12 who are incarcerated at the Turner Guildford Knight Correctional Center (TGK).

Implementation of the Centralized Intake Center at TGK required units to be designated for video court, detoxification and release staging. As a result, general population adult male inmates are no longer housed at TGK, although juveniles continue to be housed. Several young adult inmates between the ages of 18 and 22, who were receiving special education services at TGK, were relocated to MWDC. Upon their relocation, MDCR was informed by Miami-Dade Public Schools that a new Affiliating Agreement, specifically identifying MWDC as the service site, would be required for the remaining three months of the school year. The Affiliating Agreement for the 2014-15 school year will incorporate both detention facilities.

In order to avoid future disruption in service, MDCR requested that future Affiliating Agreements be system wide in scope, but Miami-Dade Public Schools indicated that their Affiliating Agreements must identify the specific service sites and cannot be system wide. However, Miami-Dade Public Schools has agreed to provide the services in MWDC while the agreement is being executed. Therefore, approval of this Affiliating Agreement is sought in order to preserve the special educational services provided to these persons.

Genaro "Chip" Iglesias
Deputy Mayor

# MEMORANDUM
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**DATE:** June 3, 2014

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

**SUBJECT:** Agenda Item No. 8(B)(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 Mayor'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. 8(B)(1)
6-3-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AFFILIATING AGREEMENT WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE PROVISION OF SPECIAL EDUCATIONAL CLASSES FOR YOUNG ADULTS IN THE CUSTODY OF THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 and young adults inmates incarcerated in the custody of the Miami-Dade Corrections and Rehabilitation Department since 1983, by way of affiliating agreements; and

**WHEREAS,** the Miami-Dade County Public Schools agrees to continue providing educational courses to incarcerated juveniles and young adults in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2013-2014 academic year; and

**WHEREAS,** the term of this affiliating agreement shall be for the three-month period that encompasses the school year 2013-2014 to continue educational programming previously provided in Turner Guilford Knight Correctional Center and designed to meet the needs of the special education students between the ages of 18-22 currently incarcerated in Metro-West Detention Center and can be renewed upon School Board approval and the mutual consent by the County Mayor or County Mayor 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'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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

| | |
|---|---|
| Bruno A. Barreiro | Esteban L. Bovo, Jr. |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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.

Ben Simon

# THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
## SCHOOL OPERATIONS
## AFFILIATING AGREEMENT
## FOR EDUCATIONAL SERVICES AT

☐ ON-CAMPUS LOCATIONS

☑ OFF-CAMPUS LOCATIONS

**Instructions:** Complete this form for agreements between The School Board of Miami-Dade County, Florida, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1st day of March, 20 14 by and

Between Miami-Dade County Department of Corrections (Legal Name of Organization), 2525 N.W. 62nd Street (Street Address/Suite),

Miami, Florida 33147 (City/State/Zip Code), hereinafter referred to as the Organization and The School

Board of Miami-Dade County, Florida, for Educational Alternative Outreach Program (EAOP) (Center Name).

### TERMS OF AGREEMENT

The agreement shall commence on March 1, 2014 (Start Date) and shall terminate on

June 30, 2014 (End Date).

### NATURE OF ORGANIZATION'S SERVICE

Miami-Dade County Department of Corrections and Rehabilitation provides residential incarceration for male inmates at the Metro West Detention Center, located at 13850 N.W. 41st Street, Miami, Florida 33178. This educational program is to provide educational services to special education students between the ages of 18-22.

| ORGANIZATION | THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA |
|---|---|
| Chief Donald E. Coffey | Claire Warren, EAOP principal |
| Contact Person (Print) | Contact Person (Print) |
| (786) 263-5500 | (305) 636-6152 |
| Phone Number & Extension | Phone Number & Extension |
| (786) 263-5526 | (305) 636-6198 |
| Fax Number | Fax Number |

FM-6103 Rev. (03-13)

## 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 policies 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.

## BACKGROUND SCREENING

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.

## 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

Authorized Organization Representative Signature — Date

Print Name of Authorized Organization Representative

## THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee Signature — Date

Chief Administrator/Region Director Signature — Date

Center Principal Signature — Date

Risk Management Signature — Date

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY

School Board Attorney Signature — Date

FM-6103 Rev. (03-13)

SECTION 1

Description of what the M-DCPS EDUCATIONAL ALTERNATIVE OUTREACH PROGRAM will provide:

1. An educational program designed to meet the needs of special education students between the ages of 18-22 who are incarcerated at the Metro West Detention Center.

2. Administrator(s) to monitor compliance of the educational program, assist all instructional and support personnel, and consult with agency personnel on matters regarding the educational component.

3. Certified teachers consistent with the School Board established teacher-student ratio for alternative education.

4. Instructional materials and equipment (not including furniture) to supply the appropriate number of classes.

5. Personnel responsible for FTE surveys and entering daily student attendance in the M-DCPS Electronic Gradebook, as well as for the maintenance of educational records.

6. The initial development of a Progress Monitoring Plan (PMP) of instruction for eligible general education students, a Limited English Proficient (LEP) Plan for English Language Learners (ELL), an Individualized Education Plan (IEP) for students of Disabilities, and an Educational Plan (EP) for Gifted Students, where applicable.

7. The delivery of all educational and related services indicated on a student's IEP.

8. The implementation of the LEP plan through itinerant and/or onsite services.

9. Personnel for the administration of all State and District mandated assessments, including FCAT and End-of-Course exams, in accordance with established procedures and timelines.

SECTION 2

Description of what the AGENCY will provide:

1. Staff member liaison responsible for the administration and implementation of the agreement provisions.

2. Personnel to coordinate efforts with School Board personnel to provide assistance in preparing and planning for student movement in and between programs, as well as written notice of a student's discharge.

3. Security staff present at the facility at all times to maintain control of students. 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.

4. Classrooms with a minimum of 25 usable square feet per pupil, and furniture that meets the specifications set forth by the Department of Education, as well as secured storage and space for staffing, meetings, and teacher planning.

5. Custodial services necessary to maintain the cleanliness of the facility.

6. Current sanitation, health certificates, and fire inspections for each appropriate building.

7. 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.

8. Personnel that, while M-DCPS students are attending the educational services component of the facility, are cleared in accordance with the requirements of the Jessica Lunsford Act.

9. General drug screening on all applicants for non-instructional positions within the agency, including contracted personnel, in the manner set forth in M-DCPS, School Board Policy 1124, and the Miami-Dade County Public Schools Drug Free Workplace Technical Guide. A negative screening result shall be required for employment.

SECTION 3

In accordance with Title I, Part D, Subpart 2: SEC. 1425, the AGENCY and the M-DCPS EDUCATIONAL ALTERNATIVE OUTREACH PROGRAM agree to the following:

(1) where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;

(2) if the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need;

(3) where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

(4) provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

(5) work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

(6) ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;

(7) to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

(8) where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;

(9) coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;

(10) coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and

(11) if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.