MEMORANDUM

Agenda Item No. 8(B)(2)

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

DATE: September 3, 2014

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

SUBJECT: Resolution authorizing execution of an Inter-Local Agreement for school years 2014-2015 and 2015-2016 with the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center for the provision of academic and career/technical education for inmates; in the amount not to exceed $400,000.00 to be paid from the inmate welfare account

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 and Co-Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Execution of an Interlocal Agreement for School Years 2014-2016 with the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center and Miami-Dade County 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 interlocal agreement (Agreement) with the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center 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 at a cost not to exceed $400,000.00 for each school year 2014-2015 and 2015-2016.

Scope

This agreement with Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center is countywide in nature and has impact on all Commission Districts.

Fiscal Impact/Funding Source

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center offers a comprehensive academic/vocational service at a competitive rate. 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 Miami-Dade County Public School Board's rate, will not exceed $400,000.00 per school year and will be funded through the Inmate Welfare Fund, which receives revenues from the inmate commissary program. For school years 2014-2015 and 2015-2016, $400,000.00 will be set aside for each year in the Inmate Welfare Fund budget for this purpose.

The cost for the vocational courses is competitively at a lower rate than offered by the private sector. Furthermore, having Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center 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.

Track Record/Monitor

Consistent with current and projected enrollments, Miami-Dade Corrections and Rehabilitation Department anticipates awarding more than 100 General Educational Development certificates for the 2014-2015 and 2015-2016 school years. The agreement will be monitored by Program Services Division Chief Donald Coffey of the Miami-Dade Corrections and Rehabilitation Department.

Background

The Miami-Dade Corrections and Rehabilitation Department and Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center 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 Miami-Dade Corrections and Rehabilitation Department has benefited from a longstanding, cooperative relationship with Miami-Dade County Public Schools for programs in the area of industrial education. Through these programs, inmates throughout the Miami-Dade Corrections and Rehabilitation Department facilities receive specific training in career/technical education courses, adult basic education, or general educational development in accordance with the criteria set by the State of Florida and provided by the Miami-Dade County Public Schools system.

This Agreement has been has been renewed annually since the 1987-1988 school year. Therefore, this Agreement covers the school years 2014-2015 and 2015-2016, and includes substantially the same provisions as the previous agreement covering the 2012-2013 and 2013-2014 school years which was authorized by R-540-12.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: September 3, 2014

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

SUBJECT: Agenda Item No. 8(B)(2)

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)(2)
9-3-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR SCHOOL YEARS 2014-2015 AND 2015-2016 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF ACADEMIC AND CAREER/TECHNICAL EDUCATION FOR INMATES; IN THE AMOUNT NOT TO EXCEED $400,000.00 TO BE PAID FROM THE INMATE WELFARE ACCOUNT; 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 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 2014-2015 and 2015-2016 school years; 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 2014-2015 and 2015-2016 academic years 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 2014/2015 and 2015/2016 school years,

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 for each school years, 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 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 September, 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 1 day of July, 20 14 by and

Between Miami-Dade County - Corrections and Rehabilitation (Legal Name of Organization), 2525 NW 62 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 Lindsey Hopkins Technical Education Center (Center Name).

TERMS OF AGREEMENT

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

June 30, 2016 (End Date).

NATURE OF ORGANIZATION'S SERVICE

The Miami-Dade County Corrections and Rehabilitation Department serve the community by providing safe, secure and human detention of individuals in their custody while preparing them for a successful return to the community.

ORGANIZATION	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Chief Donald Coffey, Program Services Contact Person (Print)	Nyce Daniel, Principal Contact Person (Print)
(786) 263-6309 Phone Number & Extension	(305) 324-6070 ext. 7001 Phone Number & Extension
(786) 263-6130 Fax Number	(305) 545-6397 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)

ADDENDUM # 1

TO

AGREEMENT

BETWEEN

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

AND

MIAMI-DADE COUNTY /
CORRECTIONS AND REHABILITAITON DEPARTMENT

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

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 Adult General Education (AGE) classes, to include Adult Basic Education (ABE). Provide career/technical and adult general educational courses not to exceed 405 contact hours per course per student (see attached school calendar), per trimester at the rate prescribed by §1009.22, Florida Statues for the school year, (rates are subject to change when mandated by the school district and/or the State). 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 Miami-Dade County/Corrections and Rehabilitation Department 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 educational instruction in accordance with §Florida Statutes, title XLVIII for the school year.

4. 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.

5. Provide monthly – itemized statements of students' enrollment to Miami-Dade County/Correction and Rehabilitation Department and additionally, the number of GED Diplomas and the number of career/technical certificates of completion earned.

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

7. Supervise instruction and curriculum content and delivery.

8. Meet with personnel from Miami-Dade County/Corrections and Rehabilitation Department on a quarterly basis to discuss program status and progress.

Section 2

Miami-Dade County/Corrections and Rehabilitation Department 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/education 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 M-DCPS Board rate for students registered in career/technical and adult general educational classes will not exceed $400,000.00

For the purpose of compliance with the Jessica Lunsford Act, I hereby attest that no agency personnel will be in attendance during class time assisting any of the students.

Agency Official (Please print) _____

Signature: _____

MIAMI-DADE COUNTY PUBLIC SCHOOLS
2014-2015 CALENDAR
ADULT/VOCATIONAL EDUCATION

August 2014

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

September 2014

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2014

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2014

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

December 2014

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January 2015

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February 2015

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17*	18	19	20
23	24	25	26	27

March 2015

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2015

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2015

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

June 2015

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

July 2015

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August 2015

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				

New Teachers Report

Teacher Planning Day

Teacher Planning Day No Opt

Legal Holiday

Recess Day

Beg/End of Grading Period

Days in Grading Period

1-82

2-68

3-66

For information on employee opt days, please refer to back of calendar.