

MEMORANDUM

Agenda Item No. 8(B)(2)

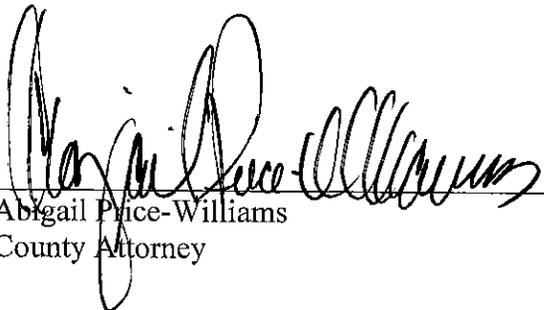
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing execution of an Affiliating Agreement for School Year 2016-2017 with the Miami-Dade County Public Schools Lindsey Hopkins Technical College for the provision of academic and career-technical education for inmates; in the amount not to exceed \$400,000.00 and to be paid from the Inmate Welfare account; and authorizing the County Mayor to exercise the cancellation provisions contained therein

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



Abigail Price-Williams
County Attorney

APW/cp

Memorandum



Date: October 5, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution Authorizing Execution of an Affiliating Agreement for School Year 2016-17 with the Miami-Dade County Public Schools' Lindsey Hopkins Technical College for the Provision of Academic Education and Career/Technical Education for Inmates in the Miami-Dade Corrections and Rehabilitation Department

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the attached Affiliating Agreement (Agreement) with the Miami-Dade County Public Schools (MDCPS) Lindsey Hopkins Technical College 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 no greater than \$400,000.00 for the 2016-17 school year.

Scope

This impact of this item is countywide.

Fiscal Impact/Funding Source

MDCPS' Lindsey Hopkins Technical College offers a comprehensive academic-vocational service at a competitive rate. Effective July 1, 2011, at the rate prescribed by Florida Statutes Section 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.

The amount of tuition, based on the MDCPS' 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. Funding in the amount of \$400,000.00 has been set aside for the 2016-17 school year in the Inmate Welfare Fund budget for this purpose.

The cost for these vocational courses are offered at a lower rate than the private sector. Having MDCPS' Lindsey Hopkins Technical Educational Center provide both the career-technical and academic education offers the benefit of service continuity, and alleviates the need to negotiate the terms and conditions of service delivery by multiple vendors.

Delegation of Authority

Upon approval by the Board, the County Mayor or the County Mayor's designee will have the authority to execute the Agreement, for and on behalf of the County and to exercise cancellation provisions.

Track Record/Monitor

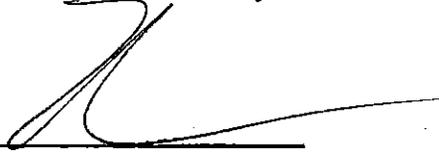
The Agreement will be monitored by Terry Browne Commander of the Reentry and Program Services Bureau for the MDCR.

Background

The MDCR and MDCPS' Lindsey Hopkins Technical College are committed to providing career-technical and academic education coursework in an effort to rehabilitate inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism once they are released.

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 throughout the MDCR 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 MDCPS.

The Agreement has been renewed annually since the 1987-88 school year. The Agreement includes substantially the same provisions as the previous agreement covering the 2014-15 and 2015-16 school years, which were authorized by R-743-14.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
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
- Statement of social equity 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

Agenda Item No. 8(B)(2)

Veto _____

10-5-16

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AFFILIATING AGREEMENT FOR SCHOOL YEAR 2016-2017 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS LINDSEY HOPKINS TECHNICAL COLLEGE FOR THE PROVISION OF ACADEMIC AND CAREER-TECHNICAL EDUCATION FOR INMATES IN THE AMOUNT NOT TO EXCEED \$400,000.00 AND TO BE PAID FROM THE INMATE WELFARE ACCOUNT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE 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 Section 1009.22 for the 2016-2017 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 2016-2017 academic year at the rate per student per trimester for Florida residents and rate per student for non-Florida residents as prescribed by Florida Statutes Section 1009.22 for the 2016-2017 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 Affiliating Agreement between Miami-

Dade County Public Schools Lindsey Hopkins Technical College, in an amount not to exceed \$400,000.00 for the 2016-2017 school year, 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 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Matthew Papkin

MP

**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 16 by and
 Between Miami-Dade County, by and through, Miami-Dade Corrections and Rehabilitation Department, 2525 NW 62 Street
Legal Name of Organization Street Address/Suite
Miami, Florida 33147, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida, for Lindsey Hopkins Technical College
Center Name

TERMS OF AGREEMENT

The agreement shall commence on July 1, 2016 and shall terminate on
Start Date
June 30, 2017
End Date

NATURE OF ORGANIZATION'S SERVICE

The Miami-Dade County, by and through, Miami-Dade 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.

<p>ORGANIZATION</p> <hr/> <p>Contact Person (Print)</p> <hr/> <p><u>(786) 263-6309</u></p> <hr/> <p>Phone Number & Extension</p> <hr/> <p><u>(786) 263-6130</u></p> <hr/> <p>Fax Number</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <hr/> <p>Nyce Daniel, Principal</p> <hr/> <p>Contact Person (Print)</p> <hr/> <p><u>(305) 324-6070 ext. 7001</u></p> <hr/> <p>Phone Number & Extension</p> <hr/> <p><u>(305) 545-6397</u></p> <hr/> <p>Fax Number</p>
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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 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

[Handwritten Signature]

Center Principal Signature Date 5/10/16

Risk Management Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

School Board Attorney Signature Date

ADDENDUM # 1

TO

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

LINDSEY HOPKINS TECHNICAL COLLEGE

AND

**MIAMI-DADE COUNTY, BY AND THROUGH, MIAMI-DADE
CORRECTIONS AND REHABILITATION DEPARTMENT**

In Consideration of the Sum of Ten and No/100 (\$10.00) and other valuable considerations, the sufficiency of which is hereby acknowledge, the School Board and the Organization (collectively the "Parties") herby amend the referenced, Affiliating Agreement by adding the following provisions or amending same as provided for herein:

Section 1

The Miami-Dade County School Board/Lindsey Hopkins Technical College 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 Statutes 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, by and through, Miami-Dade Corrections and Rehabilitation Department will:

- 1. Insure that M-DCPS/LHTC 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/LHTC 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
2015-2016 SCHOOL CALENDAR
ADULT/VOCATIONAL EDUCATION

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

M	T	W	T	F
	1	2	3	4
8	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

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

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				

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16		18
21	22	23	24	25
28	29	30	31	

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

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				

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

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

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			

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	

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

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

-  New Teachers Report
-  Teacher Planning Day
-  Teacher Planning Day No Opt

-  Recess Day
-  Beg/End of Grading Period
-  Legal Holiday

Days in Grading Period

- 1-76
- 2-69
- 3-71

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

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**MIAMI-DADE COUNTY PUBLIC SCHOOLS
2015-2016 SCHOOL CALENDAR
ADULT/VOCATIONAL EDUCATION**

HOLIDAYS 2015

September 7
November 11
November 26

Labor Day
Veterans' Day
Thanksgiving Day

HOLIDAYS 2016

January 18
February 15
May 30

Observance of Dr. Martin Luther King, Jr.'s Birthday
All Presidents' Day
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
6	19	21	17	13	18	19	18	14	5	21	22	20	3
TOTAL: 76					TOTAL: 69				TOTAL: 71				
TOTAL TRIMESTER DAYS STUDENTS ARE IN SCHOOL = 216													

*Teachers may opt to work one or more days, August 18, 19, 2015, in lieu of any of the teacher planning days except August 21, 2015, and the designated Professional Development Days, October 30, 2015, and February 16, 2016. 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.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
2016-2017 SCHOOL CALENDAR
ADULT/VOCATIONAL EDUCATION**

August 2016				
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 2016				
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

October 2016				
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 2016				
M	T	W	T	F
	1	2	3	4
7	8	9	10	14
14	15	16	17	18
21	22	23	24	25
28	29	30		

December 2016				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	
26	27	28	29	30

January 2017				
M	T	W	T	F
2	8	1	8	8
	10	11	12	13
17	17	18	19	20
23	24	25	26	27
30	31			

February 2017				
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			

March 2017				
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

April 2017				
M	T	W	T	F
3	4	5	6	
10	11	12	13	14
	18	19	20	21
24	25	26	27	28

May 2017				
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		

June 2017				
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

July 2017				
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				

August 2017				
M	T	W	T	F
	1		3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

-  New Teachers Report
-  Teacher Planning Day
-  Teacher Planning Day No Opt

-  Recess Day
-  Beg/End of Grading Period
-  Legal Holiday

**Days In Grading
Period**

1-81
2-61
3-74

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

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**MIAMI-DADE COUNTY PUBLIC SCHOOLS
2016-2017 SCHOOL CALENDAR
ADULT/VOCATIONAL EDUCATION**

HOLIDAYS 2016	
September 5 November 11 November 24	Labor Day Veterans' Day Thanksgiving Day

HOLIDAYS 2017	
January 16 February 20 May 29	Observance of Dr. Martin Luther King, Jr.'s Birthday All Presidents' Day 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
7	21	19	17	17	15	19	22	5	10	22	21	19	2
TOTAL: 81					TOTAL: 61				TOTAL: 74				
TOTAL TRIMESTER DAYS STUDENTS ARE IN SCHOOL = 216													

*Teachers may opt to work one or more days, August 16, 17, 2016, in lieu of any of the teacher planning days except August 19, 2016, and the designated Professional Development Days, August 30, 2016, and November 8, 2016. 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.