OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** July 19, 2011

Agenda Item No. 9(A)(2)

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

**From:** Alina T. Hudak
County Manager

Resolution No. R-620-11

**Subject:** Resolution Authorizing a Cooperative Agreement with Miami-Dade Corrections and Rehabilitation Department and Miami-Dade County Public Schools

---

## Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor and/or County Mayor's designee to enter into a Cooperative Agreement between Miami-Dade Corrections and Rehabilitation Department and Miami-Dade County Public Schools to provide educational services for juvenile inmates (under the age of 18) detained at both Turner Guilford Knight Correctional Center (both females and males) and the Women's Detention Center (females). The term of the Cooperative Agreement shall be for the 2011-2012 school year. This Cooperative Agreement may be renewed upon the School Board approval and mutual consent by the County Mayor and/or County Mayor's designee and the 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 (FTE) count.

## Track Record/Monitor

The Miami-Dade County Public Schools has provided educational courses annually for juvenile inmates incarcerated in Miami-Dade County detention facilities since 1983. This agreement will be monitored by Program Services Division Chief Donald Coffey.

## Background

Since 1983, Miami-Dade County Public Schools has provided educational programs to juvenile inmates who are in the custody of the Miami-Dade Corrections and Rehabilitation Department. Pursuant to Florida Statute, the 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 Cooperative Agreement, Miami-Dade County Public Schools will continue to provide certified instructors, as well as the required materials and equipment to conduct high school and GED classes.

Henry F. Sori
Special Assistant to the County Manager

# MEMORANDUM

(Revised)

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

**DATE:** July 19, 2011

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

**SUBJECT:** Agenda Item No. 9(A)(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 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)(2)
7-19-11

RESOLUTION NO. R-620-11

RESOLUTION 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 AND/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 inmates incarcerated in the custody of 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 2011-2012 academic year; and

**WHEREAS**, the term of this cooperative agreement shall be for the one year period that encompasses the school year 2011-2012 and can be renewed upon School Board approval and the mutual consent by the County Mayor and/or County Mayor's 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 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 **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Joe A. Martinez, Chairman | aye | | |
| Audrey M. Edmonson, Vice Chairwoman | absent | | |
| Bruno A. Barreiro | absent | Lynda Bell | absent |
| Esteban L. Bovo, Jr. | aye | Jose "Pepe" Diaz | absent |
| Sally A. Heyman | absent | Barbara J. Jordan | aye |
| Jean Monestime | aye | Dennis C. Moss | absent |
| Rebeca Sosa | absent | Sen. Javier D. Souto | aye |
| Xavier L. Suarez | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 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

By: **Christopher Agrippa**
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, 2011**, for the 2011-2012 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 §1003.02, §1003.51, §1003.53 and §1003.58, 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 school-age students incarcerated at the **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 statutes and the rules of the State Board of Education. The

program being provided through this Cooperative Agreement shall be consistent with §1003.02 §, 1003.51 and § 1003.53, Florida Statutes, as follows:

1. **PROGRAM ADMINISTRATION:** The **School Board's** designee for the purpose 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 agreement, shall be the principal assigned to the Educational Alternative Outreach Program (EAOP).

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 based upon the M-DCPS *School Allocation 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 **M-DCPS**, pursuant to this Cooperative Agreement, are Miami-Dade County Public Schools' employees subject to the Rules of the **SCHOOL BOARD**, and United Teachers of Dade (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 EAOP shall govern staff assigned to **THE AGENCY**. Copies of the handbook and the UTD Contract will be provided to **AGENCY** staff members upon request.

3. **MATERIALS AND EQUIPMENT:** The **SCHOOL BOARD** shall provide instructional materials and equipment (not including furniture) to **THE AGENCY** on the same basis as materials and equipment are supplied to traditional schools within the District. **THE AGENCY** shall receive materials and equipment to support instruction for the designated number of classes.

4. **ATTENDANCE AND FULL-TIME EQUIVALENT (FTE) SURVEY: SCHOOL BOARD** personnel shall be responsible for conducting the FTE Surveys and entering student daily attendance in the M-DCPS Electronic Gradebook.

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 as appropriate.

7. **MANDATORY STATE AND M-DCPS ASSESSMENTS: SCHOOL BOARD** instructional staff shall administer 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. The **SCHOOL BOARD** will also administer all other State and District mandated student assessments in accordance to established procedures and timelines.

**8. STUDENT EDUCATIONAL RECORDS: THE AGENCY** shall assist the **School Board** in retrieving students' educational records from previous correctional facilities as appropriate. 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. M-DCPS personnel shall enter grades into the M-DCPS Integrated Student Information System (ISIS) at the end of each grading period. For students exiting the program prior to the end of the semester, a progress report shall be completed and forwarded to receiving schools utilizing the M-DCPS Student Progress Form. 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. 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**. 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 serve as the liaison for the **AGENCY** in support of the educational program. **THE AGENCY** shall provide documentation to the **SCHOOL BOARD** identifying all administrative and support service personnel assigned to each site.

**2.** **NOTICE OF DISCHARGE OR TRANSFER:** Written notice of discharge or transfer of a student will be provided to the **SCHOOL BOARD**. **THE AGENCY** shall coordinate efforts with **SCHOOL BOARD** personnel to provide coordination, preparation and planning for student movement in and between programs. The **SCHOOL BOARD** shall be responsible for forwarding of educational records to other institutions or Districts upon request.

**3.** **FACILITIES, CLASSROOMS AND FURNITURE: THE AGENCY** shall ensure that the physical space provided for the educational program shall meet specifications set forth by State Board Rule 6A-2.0010, 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 Special Education Students (SPED) and English Language Learners (ELL) 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 §1013.01 and §1013.03 Florida Statutes and State Board Rule, 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 shall be made 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 to monitor all students who enter the program without the required immunization records to ensure the proper documentation or immunizations are obtained and submitted to the **SCHOOL BOARD**.

5. **SPECIAL EDUCATION (SPED) RECORDS:** All **SPED** records for student with disabilities will be provided to **M-DCPS SPED** support staff upon a

student's official enrollment within assigned facility. It shall be the responsibility of the **School Board** to formally request all **SPED** records from all out-of-county Department of Corrections and Rehabilitation facilities or school districts. The **Department of Corrections and Rehabilitation** shall assist the **School Board** with the retrieval of SPED records from other correctional facilities as appropriate.

6. **PROGRAM MONITORING AND REVIEW:** The **SCHOOL BOARD** shall monitor the educational program provided through the **Department of Corrections and Rehabilitation** supported facility. The Designated **SCHOOL BOARD** personnel and Department of Corrections and Rehabilitation personnel shall confer at reasonable times to review the status of the educational program. The **SCHOOL BOARD's** designee shall schedule and conduct teacher observations in accordance to established procedures and the UTD Contract as a component of the program monitoring and review process.

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 statutes.

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 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 AGENCY** to the extent of the limitations included within §768.28, 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 AGENCY** for any liability or claim arising out of the negligent performance or failure of performance of the **AGENCY** or as a result of the negligence of any unrelated third party.

9. **JESSICA LUNSFORD ACT AND 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-1.021

as 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, 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 Lunsford 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 non-instructional 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 the **School Board**, if the **School Board** deems necessary, the **School Board** will issue a clearance letter that the individual should carry at all times while on **School 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. **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 **School 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.

**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. 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:** The educational program shall comply with all state and federal laws regarding the education of the students who meet the criteria established by § 1003.53 Florida Statute, Dropout Prevention and Academic Intervention Programs.

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, Florida Statutes and State Board Rule 6A-6021, FAC. If any student has filed intent to terminate school enrollment, the **SCHOOL BOARD** shall provide those 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.

4. **SPECIAL EDUCATION (SPED):** All students placed in the program, which meet the eligibility criteria for **SPED**, shall be provided a free appropriate public education consistent with §1003.57, Florida Statute and in accordance to 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§1003.56, Florida Statutes.

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. 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. **SCHOOL DAY AND CALENDAR:** The instructional school day and year shall be consistent with School Board Rules, 6Gx13-6A-1.03, School Day and 6Gx13- 6A-1.01, the Elementary and Secondary School Calendar, and the United Teachers of Dade Contract Article XX, Section 3.

8. **TERMS:** The terms of this yearly Cooperative Agreement shall be for the **2011-2012 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.

9. **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.

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

11. **GOVERNING LAW AND 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.

**12. 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)

_____
Signature Date

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
Administrative Director Date
District/School Operations/Alternative Education

_____
Risk Management Date

_____
Attorney for School Board Date

_____
Mr. Alberto M. Carvalho, Superintendent of Schools or Designee: Date