

Memorandum



Date: June 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 9(A)(1)

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Resolution No. R-539-22

Subject: Resolution Retroactively Authorizing the County Mayor or the County Mayor's Designee's Execution of a Grant Agreement with the School Board of Miami-Dade County for the provision of full day programming for 400 children enrolled in the Pre-K Blooms! VPK Initiative

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the attached resolution retroactively authorizing the County Mayor or the County Mayor's designee execution of the grant agreement ("Agreement"), attached as Exhibit A to the accompanying resolution, to the School Board of Miami-Dade County ("School Board") in the amount of \$1,500,000 to provide full day program services to 400 Voluntary Prekindergarten Education Program (VPK) children enrolled in the Miami-Dade County Public Schools ("M-DCPS") Pre-K Blooms! VPK Initiative.

It is further recommended that, in the event any grant funding is unused by M-DCPS or is recaptured from the program, the Board authorize the County Mayor or the County Mayor's designee to expend the unused funds to supplement the County's Head Start/Early Head Start Program.

Scope

The 400 VPK children are expected to be served at the following M-DCPS school locations which are located throughout the three M-DCPS District Regions (North, Central, and South):

1. Arch Creek Elementary School
2. Biscayne Gardens Elementary School
3. Citrus Grove Elementary School
4. Emerson Elementary School
5. Eneida M. Hartner Elementary School
6. Ernest R. Graham K-8 Center
7. Ethel Koger Beckham Elementary School
8. Flagami Elementary School
9. Kinloch Park Elementary School
10. Mae M. Walters Elementary School
11. Miami Springs Elementary School
12. Palm Springs Elementary School
13. Rainbow Park Elementary School
14. Rockway Elementary School
15. Seminole Elementary School
16. South Miami Highs Elementary School

Delegation of Authority

The County Mayor or County Mayor’s designee is retroactively authorized to execute the Agreement, and is authorized to exercise all provisions of the Agreement, including any amendments, extensions, renewals, termination, waiver, provisions, provided that such modifications do not alter the purpose of the Agreement. Further, the County Mayor or County Mayor’s designee is authorized to expend any unused or recaptured grant funds, as applicable, to supplement the County’s Head Start/Early Head Start Program. The Agreement also requires that the County and the School Board mutually indemnify and hold harmless the other for their respective roles under the agreement. Accordingly, the County Mayor or the County Mayor’s designee will have the authority to exercise this provision of the Agreement without further Board approval.

Fiscal Impact/Funding Source

These funds were previously allocated by the Board during the FY 2021-2022 budget process. This is a one-time, non-recurring, investment funded by the general fund.

Track Record/Monitor

The Community Action and Human Services Department (“CAHSD”) Assistant Director, Dr. Maria T. Riestra, or any other supervisory staff will be responsible for administering and monitoring the Agreement. CAHSD has an extensive history of managing grant awards with M-DCPS as part of the County’s Head Start/Early Head Start Program.

Background

The VPK is a state funded program that prepares early learners for success in kindergarten. VPK helps build a strong foundation for school using educational material corresponding to various stages in a child's development. To be eligible for the program, children must live in Florida and be four years old on or before September 1 of the current school year.

Parents may choose to apply to one of the following three VPK options:

1. School-year program – 540 hours of instruction (three hours a day) with class sizes of no more than 20 children.
2. Summer program – 300 instructional hours and class sizes no more than 12 children; children may participate in VPK the summer before the school year the child will attend kindergarten.
3. VPK Specialized Instructional Services – certified or licensed professionals provide instruction or therapy in individual or small group settings for eligible children with special needs. The child must have a current individualized educational plan (IEP) from a local school district.

Currently the VPK program provides only three hours of instruction per day for 180 days per year. The Agreement with the County in partnership with M-DCPS will extend the hours of instruction and provide full day program services to 400 children enrolled in the (“M-DCPS”) Pre-K Blooms! VPK Initiative.

Due to the amount of time it has taken to negotiate the agreement with the School Board and taking into consideration that the school year will end June 8, 2022, CAHSD is requesting

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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retroactive authorization for the execution of the agreement by and between the School Board and Miami-Dade County in the amount of \$1,500,000 to provide full day program services to 400 VPK children enrolled in the Pre-K Blooms! VPK Initiative.

Any unused funds by M-DCPS or recaptured funds by the program will be used to provide additional family engagement and child development services for children/families currently enrolled in the County’s Head Start/Early Head Start program.

A handwritten signature in blue ink, appearing to read "Morris Copeland", written over a horizontal line.

Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
6-1-22

RESOLUTION NO. R-539-22

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S EXECUTION OF GRANT AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY IN AN AMOUNT OF \$1,500,000.00 FOR THE PROVISION OF FULL DAY PROGRAM SERVICES TO VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM CHILDREN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS SET FORTH THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND ANY UNUSED OR RECAPTURED GRANT FUNDING TO SUPPLEMENT THE MIAMI-DADE COUNTY HEAD START/EARLY HEAD START PROGRAM

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board retroactively authorizes the County Mayor or the County Mayor's designee's execution of a grant agreement ("Agreement"), attached as Exhibit A, with the School Board of Miami-Dade County ("School Board") in the amount of \$1,500,000.00 for the provision of full day program services to 400 Voluntary Prekindergarten Education Program (VPK) children enrolled in the Miami-Dade County Public Schools ("M-DCPS") Pre-K Blooms! VPK Initiative.

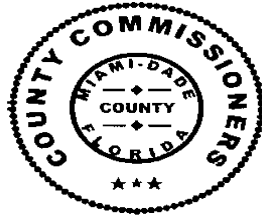
Section 2. This Board authorizes the County Mayor or the County Mayor’s designee to exercise all provisions set forth in the Agreement, including but not limited to any amendment, extension, renewal, termination, indemnification, and waiver provisions, provided that such modifications do not alter the purpose of the Agreement, subject to approval for legal form and sufficiency by the County Attorney’s Office.

Section 3. This Board authorizes the County Mayor or the County Mayor’s designee to expend any unused funding or recaptured grant funding from this program to supplement the County’s Head Start/Early Head Start Program.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

Memorandum

MIAMI-DADE
COUNTY

Date: February 28, 2022

To: Morris Copeland
Chief Community Services Officer
Office of Miami-Dade County Mayor Daniella Levine Cava

From: Sonia J. Grice *SA*
Director
Community Action and Human Services Department

Subject: Request the County Mayor or the County Mayor's designee's execution of a grant agreement with the School Board of Miami-Dade County for the provision of full day programming for 400 children enrolled in the Pre-K Blooms! VPK Initiative

Attached you will find the grant agreement with the School Board of Miami-Dade County ("School Board") for the provision of full day programming for 400 children enrolled in the Pre-K Blooms! The agreement has been reviewed by the Miami-Dade County Attorney's Office.

Due to the amount of time, it has taken to negotiate said grant agreement with the School Board and taking into consideration that the school year will end June 8, 2022, we are requesting that the attached agreement to be duly executed by the Miami-Dade County Mayor. CAHSD will be submitting a resolution to retroactively authorize the County Mayor or the County Mayor's designee's execution of the grant agreement.

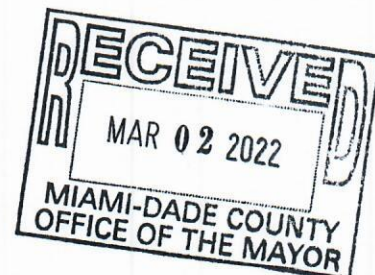
Thank you for your assistance and cooperation. If there are any questions or concerns, please do not hesitate to contact me at 786-469-4716.

[Signature]
Morris Copeland, Chief Community Services Officer

3/2/2022
Date

☒ Approval

☐ Disapproval



Contract Number CP5270

GRANT AGREEMENT**BY AND BETWEEN****SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA****AND****MIAMI-DADE COUNTY**

THIS GRANT AGREEMENT is for the provision of extended day program services for children enrolled in the Pre-K Blooms! VPK Initiative, and is made and entered into this 3rd day of September, 2021, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and Miami-Dade County ("County" or "MDC"), a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

TERM OF AGREEMENT

This Agreement shall be effective for the 2021 – 2022 Miami-Dade County Public Schools' school year ("School Year"). The Agreement shall be effective upon execution and end June 8th, 2022.

PURPOSE AND COMPENSATION

1. Miami-Dade County shall provide funding up to \$1,500,000.00 to contribute to the personnel and operational costs associated with providing an extended day program for 400 VPK children enrolled at 16 schools (Appendix A) part of the School Board's new Pre-K Blooms! VPK Initiative (hereinafter "Pre-K Blooms! VPK Initiative" or "Program") for the 2021-2022 School Year.
2. The School Board agrees to submit monthly enrollment and attendance certifications (Appendix B) to the County for payment on or before the 15th business day of each month.
3. Upon submission of the required monthly enrollment and attendance certifications, the County shall process payment, as soon as possible and within sixty (60) days of receipt thereof.
4. The County agrees to pay up to \$3,749.40 per child per year for 400 children (Appendix C). The rate will reduce to \$20.83 per day per child if the child is enrolled and in attendance at the Program for less than 80% (144 days) of the program's 180 operational days.
5. The County will not issue a final payment until the School Board certifies the annual cumulative attendance/enrollment for the 400 children enrolled at the 16 schools (see Appendix A). The School Board must submit a cumulative attendance report for all operating days.
6. If the end-of-the year reconciliation of payments reveals that The School Board received payments in excess of the amount owed, the School Board will return the funds it was overpaid.

7. The School Board agrees that the funds provided by the County shall be used to supplement and not to supplant or as a substitute for federal or non-federal funds used by or otherwise available to the School Board in support of the Pre-K Blooms! VPK Initiative.

SCOPE OF SERVICES

The School Board shall provide the following tasks and services and agrees to comply with the following requirements:

ARTICLE 1. GENERAL REQUIRED SERVICES

1. Operate the extended day Pre-K Blooms! VPK Initiative, as part of the Voluntary Prekindergarten (VPK), as applicable, focusing on the delivery of developmentally appropriate early childhood education services to prekindergarten aged children (aged 4 to 5).
2. Teaching and learning environments will maintain appropriate student to staff ratio. (2 credentialed paid staff: 20 children), as mandated and required by the State.
3. The approved Program services shall provide five and a half hours of instruction per day, for 180 school days.
4. Abide by the Miami-Dade County Public Schools' Student Progression Plan and School Board policies.
5. Perform all things necessary for or incidental to the effective and complete performance of the Services under this Agreement.

ARTICLE 2. HUMAN RESOURCE MANAGEMENT

1. Abide by the School Board's personnel policies and procedures incorporating the requirements for selection and hiring of qualified classroom staff.
2. Ensure at least two properly credentialed staff persons (a teacher and paraprofessional) are assigned for each classroom to instruct and supervise the children enrolled in the VPK Program.
3. Curriculum specialists shall support classrooms as appropriate, and identify the teaching teams' strengths, areas of growth and those in need of more intensive support.

ARTICLE 3. PROGRAM STRUCTURE

1. Develop and implement a recruitment process designed to actively inform all families with eligible children of the availability of the VPK Program.
2. Children are eligible for the Program based on age. Children must be 4 years old by September 1, 2021 and reside in Miami-Dade County.
3. Implement strategies to promote attendance by providing information about the benefits of regular attendance and supporting families to promote the child's regular attendance.

ARTICLE 4. EDUCATION, CHILD DEVELOPMENT, SAFETY, AND PROGRAM SERVICES

1. Provide a daily educational program for children that is aligned with Florida Early Learning Developmental Standards (FELDS) including for Children with Disabilities.
2. Provide and maintain learning environments to support implementation of the curriculum while ensuring age-appropriate furnishings, equipment, materials, and supplies are available to support functional physical space for indoor and outdoor learning.
3. Comply with United Teachers of Dade (UTD) contract policy for instructional staff.
<http://www.utd.org/information/utd-contract/>

4. Comply with School Operations safety to life regulations and policies. <https://safety.dadeschools.net/#/fullWidth/1205>
5. Provide school site administrative monitoring for effective classroom management, positive learning environments and supportive teacher practices by providing strategies, interventions, and plans for supporting children with challenging behaviors and other social, emotional, and mental health concerns which are child and family centered and culturally appropriate.
6. Provide VPK Assessment data for the three assessment periods, AP1, AP2, and AP3.
7. Report to the County any significant incidents impacting the health and safety of children enrolled in the program, within 48 hours of notification of such incident and include, at a minimum, the following information – Incident Information Sheet to include determination made by the Incident Review Team, a synopsis of the investigation, police reports, DCF reports and closure/determination letters made by any agency investigating said incident. Follow up reports and information shall be furnished at the request of the County.

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CHILD RECORDS AND FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

M-DCPS shall conform with all applicable federal, state, and local laws for maintaining child records, including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, when applicable.

M-DCPS shall comply with all applicable federal, state, and local laws, regulations which may pertain to the Services required under this Agreement, including, but not limited to licensure and background screenings, and the Americans with Disabilities Act of 1990 and implementing regulation, the Rehabilitation Act of 1973, as amended, Chapter 553 of the Florida Statutes.

ARTICLE 2. LAWS APPLICABLE TO M-DCPS

M-DCPS is organized under the laws of the State of Florida, the rules of the State Board of Education, and is a political subdivision of the State of Florida, and as such, shall operate in accordance with the Florida Statutes and the rules of the State Board of Education, as may be applicable. This Agreement must be modified in accordance with or to comply with any statutory requirement of the State of Florida, and is subject to obtaining financial support, the allocation of funds for schools and community colleges, and the annual apportionment of such funds to each.

ARTICLE 3. GOVERNING LAWS 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 attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

ARTICLE 4. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify or discharge the Agreement in whole or in part unless such agreement is in writing and signed by the parties hereto. This Agreement cannot be changed orally or terminated orally.

ARTICLE 5. SEVERABILITY

The inapplicability or unenforceability of any provision of this Agreement under applicable laws shall not limit or impair the operation or continued validity of any other provision of this Agreement.

ARTICLE 6. RELATIONSHIP OF PARTIES AND THIRD PARTIES

Each party is an independent contractor. The parties have no relationship other than the one created by this Agreement, and shall not receive any benefits other than those expressly provided herein. Further, the parties expressly intend that no agent, contractor, employee, or other representative of one party shall be deemed an agent, servant, contractor, employee, or other representative of the other party.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

ARTICLE 7. ASSIGNABILITY

Neither party shall assign, sublet, pledge, surrender, transfer or otherwise encumber or dispose of this Agreement, or any interest may have hereunder, without prior written consent of the other party, which consent may be withheld by such party in its sole discretion.

ARTICLE 8. NO WAIVER

There shall be no waiver of the right of either party to demand performance of any of the provisions, terms and covenants of this Agreement nor shall there be a waiver of any breach, default or nonperformance hereof by either party, unless such waiver is explicitly made in writing by the other party.

ARTICLE 9. BINDING EFFECT

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

ARTICLE 10. NOTICES

All notices, requests and demands to be made or given to the parties hereto shall be in writing and shall be delivered by hand or sent by courier or sent by registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, to the addresses below or to such other addresses which the parties may provide to one another in accordance herewith and by electronic mail. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail, and if delivered by hand or courier, shall be deemed given when delivered.

MDC Address. The address for MDC for all purposes under this Agreement and for all notices hereunder shall be:

Miami-Dade County
Community Action and Human Services Department
701 NW 1 Court, 9th Floor
Miami, FL 33136
Attention: Head Start Early Head Start Program Director
Email: maria.riestra@miamidade.gov

M-DCPS' Address. The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Jose L. Dotres, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Department:

The School Board of Miami-Dade County, Florida
Assistant Superintendent, Division of Academics
Office of Academics and Transformation

The School Board of Miami-Dade County, Florida
Office of Educational Services and Support
Attention: Ms. Tracie N. Abner
1450 NE 2 Avenue
Miami, Florida 33132
Email : TAbner@dadeschools.net

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

ARTICLE 11. BREACH AND DEFAULT

Breach. A breach by the School Board shall have occurred if the School Board fails to meet the terms and conditions of this Agreement, including but not limited to the following: (1) the School Board fails to provide the Services outlined in the Scope of Services section or fails to meet expected performance levels within the Effective Term; (2) the School Board ineffectively or improperly uses the County funds allocated under this Agreement; (3) if applicable, the School Board does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division, Internal Services Department, or successor department or agencies; (4) if applicable, the Provider does not furnish the County proof of licensure/certification or proof of background screening; (5) the School Board fails to submit, or submits incorrect or incomplete (a) proof of attendance reports, or (b) detailed reports of child enrollment and attendance or (c) incident reports; (6) the School Board refuses to allow the County access to records (see Appendix D) or refuses to allow the County to monitor, evaluate, and review the School Board's Program; (7) the School Board attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (8) the School Board fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from the County (see Appendix D); (9) the School Board fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

A breach by the County shall have occurred if the County fails to provide funding in accordance to the terms of this Agreement. Waiver of breach of any provisions of this Agreement

shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

County Remedies. If the School Board breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the School Board of such termination and specifying the effective date thereof. In the event of termination, the County may: recapture a proportionate amount of County funding or seek reimbursement of County funds allocated to the School Board under this Agreement. The School Board shall be responsible for all direct and indirect costs associated with such termination.
2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the School Board of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the School Board as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the School Board. The School Board shall be responsible for all direct and indirect costs associated with such suspension. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by School Board in the County's sole discretion.
3. The County may seek enforcement of this Agreement, including but not limited to filing an action in a court of appropriate jurisdiction.
4. Any other remedy available at law or equity.

School Board Remedies. If the County breaches this Agreement by failing to provide funding in accordance with the terms of this Agreement, the School Board may pursue any or all of the following remedies:

1. The School Board may terminate this Agreement by giving written notice to the County of such termination and specifying the effective date thereof. In the event of termination, the School Board may seek reimbursement of spent funds expended by to the School Board to date of notice of termination under this Agreement.
2. The School Board may seek enforcement of this Agreement, including but not limited to filing an action in a court of appropriate jurisdiction.
3. Any other remedy available at law or equity.

Default . If either party defaults under the terms and conditions of this Agreement, and such default is not cured by such party within thirty (30) days after receipt of written notice thereof, then the other party shall be entitled to pursue any and all remedies available at law or in equity.

ARTICLE 12. SURVIVAL

All covenants and agreements which by their respective terms are intended to survive consummation of the transaction contemplated by this Agreement shall survive the expiration or earlier termination.

ARTICLE 13. INDEMNIFICATION AND HOLD HARMLESS

M-DCPS shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the sole performance of the Agreement by M-DCPS, or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. Where it applies, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes.

The County shall indemnify and hold harmless M-DCPS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which M-DCPS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the sole performance of the Agreement by the County, or its employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of M-DCPS, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. Where it applies, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes.

ARTICLE 14. TERMINATION AND SUSPENSION

Both parties reserve the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' prior written notice to the other party.

ARTICLE 15. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

The School Board shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and shall institute a system to keep track of and identify the County funds provided under this Agreement and the related expenditures, and income. Subject to, and notwithstanding anything to the contrary in Florida's Public Records Laws, all such records will be retained by the School Board for not less than five (5) years beyond the term of this Agreement and shall be made available for review upon request from County authorized personnel.

The School Board agrees to permit County to monitor, review and evaluate the Program. The County shall monitor both fiscal and programmatic compliance with the terms and conditions of the Agreement (see Appendix D). The School Board shall permit the County

to conduct site visits, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to M-DCPS which will rectify all deficiencies cited, within the period of time specified in the report.

The parties understand the broad nature of the Public Records Laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The parties shall keep and maintain public records required to perform the service. The parties shall keep records to show their compliance with program requirements. The parties must make available, upon request of the either party, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended, or as otherwise provided by law. The parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). If the parties keep and maintain public records upon completion of the Agreement, the parties shall meet all applicable requirements for retaining public records.

IF MDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE M-DCPS CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

IF M-DCPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MDC CUSTODIAN OF PUBLIC RECORDS AT 786-469-4654, Carmen.Morris@miamidade.gov, and 701 NW 1st Court 10th Floor, Miami, Florida 33136

ARTICLE 16. INSURANCE

The School Board shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Unless otherwise specified, nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The School Board shall also furnish the County, upon request, written verification of Worker's Compensation protection in accordance with Florida Statutes, Chapter 440.

ARTICLE 17 PUBLICITY

By the acceptance of these funds, the School Board agrees that events funded by this Agreement, in whole or in part, shall recognize and adequately reference the County as a funding source.

ARTICLE 18 TOTALITY OF AGREEMENT

This Agreement with its attachments as referenced below contains all the terms and conditions agreed upon by the Parties:

IN WITNESS WHERE OF, the Parties have executed this Agreement effective as of the last date that the Agreement was executed below:

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL



Miami-Dade County

By:

Name:

Daniella Levine Cava

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

Title:

Mayor or Mayor's Designee

Date:

3/2/2022

Attest:

Clerk of the Board

Approved for Legal Form and Sufficiency

Leigh C. Kobrinski

Assistant County Attorney

SUBMITTED BY: <u>Marisol Diaz</u> 2/9/2022 Charge Location Administrator Signature Date <u>[Signature]</u> 02/14/22 Division Head Signature Date <u>Melissa Latus</u> Digitally signed by Melissa A. Latus Date: 2022.02.23 11:59:24 -05'00' Office of Grants Administration Signature Date (if applicable) NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: <u>[Signature]</u> Signature (Superintendent of Schools or Designee) (Name Typed) Date: <u>02/24/2022</u>
APPROVED AS TO RISK AND BENEFITS (as to the School Board): <u>[Signature]</u> Digitally signed by Jorge L. Davila Location: Office of Risk and Benefits Management Date: 2022.02.09 15:32:12 -05'00' Risk Management Signature Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board): <u>[Signature]</u> Procurement Authority: 6320-D(2) 2/11/2022 Procurement Management Signature Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): <u>John-Philip Lafelice</u> School Board Attorney - Signature Date 2/15/2022	

Appendix A
VPK Schools with Supplemental Funding

SCHOOLS
ARCH CREEK ELEMENTARY
BISCAYNE GARDENS ELEMENTARY
CITRUS GROVE ELEMENTARY
EMERSON ELEMENTARY
ENEIDA M. HARTNER ELEMENTARY
ERNEST R GRAHAM K-8 CENTER
ETHEL KOGER BECKHAM ELEMENTARY
FLAGAMI ELEMENTARY
KINLOCH PARK ELEMENTARY
MAE M. WALTERS ELEMENTARY
MIAMI SPRINGS ELEMENTARY
PALM SPRINGS ELEMENTARY
RAINBOW PARK ELEMENTARY
ROCKWAY ELEMENTARY
SEMINOLE ELEMENTARY
SOUTH MIAMI HEIGHTS ELEMENTARY

Appendix B VPK Monthly Attendance Template

Location	SchoolName	StudentID	ChildLastName	ChildFirstName	AttendanceMonth	AttendanceYear	Day_1	Day_2	Day_*	# of days present (month)
101	Arcola Lake Elementary School	123456	Sanchez	Jane *	8	2021	*	X		
681	Carol City Elementary School	654321	Adams	John *	8	2021	A	*		

Legend

*	No services rendered
X	Present
A	Absent

**Number of days will vary according to the days of the month*

*These are fictitious students and student ID numbers and are included for the purpose of the template only

Appendix C
Reimbursement Payment Schedule per child at 80-100% Attendance

Service Month	Service Days	Daily Rate	Monthly Rate
Aug-21	7	\$ 20.83	\$ 145.81
Sep-21	19	\$ 20.83	\$ 395.77
Oct-21	20	\$ 20.83	\$ 416.60
Nov-21	18	\$ 20.83	\$ 374.94
Dec-21	13	\$ 20.83	\$ 270.79
Jan-22	19	\$ 20.83	\$ 395.77
Feb-22	19	\$ 20.83	\$ 395.77
Mar-22	18	\$ 20.83	\$ 374.94
Apr-22	20	\$ 20.83	\$ 416.60
May-22	21	\$ 20.83	\$ 437.43
Jun-22	6	\$ 20.83	\$ 124.98
	180		\$ 3,749.40

** The rate will reduce to \$20.83 per day per child if the child is enrolled and in attendance at the Program for less than 80%.*

**Appendix D
Sample Monitoring Tool**

School Name:

Principal:

Date:

Classroom Observation Time:

Document Review Time:

Classroom Number:

Teacher:

Teacher Assistant:

Classroom Ratio:

Curriculum Name:

Learning Centers Available:

House (Dramatic Play)

Block

Reading/Writing

Art

Sand/Water

Movement/Music

Toy

Math/Science

Developmentally Appropriate Practices:

1. Adequate materials for child use
2. Materials in good repair
3. Materials accessible to children
4. Lesson plans written to reflect the day's schedule and VPK standards
5. Written schedule is posted and relates to what occurs
6. Teachers responsive and involved with children
7. Peer interaction occurs

Random sampling of documents:

- VPK eligibility document: Voluntary Prekindergarten (VPK) Education Program Child Certificate of Eligibility (COE)
- VPK attendance document: Voluntary Prekindergarten Education Program Child Attendance and Parental Choice Certificate (Long Form) with the PF7 DSIS Attendance Screen attached for each student
- VPK Consent document: Prekindergarten Screenings Consent FM-5490
- VPK Assessments

Yes No Not Applicable	Has the attendance been completed for the day? Do the number of children in the classroom match the attendance for the day?
Yes No Not Applicable	Does the attendance roster match the children in the classroom?
Yes No Not Applicable	Does the attendance roster match the submitted reimbursement reports?
Yes No Not Applicable	Have the required assessments (VPK Assessments) been conducted for all enrolled children?